

The complaint

Mr B's complaint is about the refusal of a claim for a stolen laptop under his insurance policy with Assurant General Insurance Limited.

What happened

In September 2023, Mr B contacted Assurant to make a claim under his policy as his laptop had been stolen. Mr B said he was travelling by train when it was stolen from his backpack. Assurant considered the claim. It asked Mr B for proof of his travel that day but Mr B says he works for the railway and did not therefore have to present a ticket. Assurant also asked for proof of purchase of the laptop.

Mr B says he bought the laptop three years earlier and provided proof of a payment from his account. Assurant said this was not sufficient so Mr B provided further evidence from the retailer. Mr B provided Assurant with copies of two invoices both dated 18 January 2021. They are both for the same make and model laptop but one shows Mr B's details for the billing name and address but delivery to be made to his partner at her address; the second invoice shows Mr B's partner's details for the billing name and address and no separate delivery address.

Assurant refused the claim, as it said the invoice showed the laptop had been delivered to Mr B's partner's address and it also said the device had his partner's cloud account linked to it but not Mr B's cloud account. Assurant said this means Mr B has not established the laptop belonged to him and while he paid for it, the cloud account means his partner likely owned the laptop and so he could not claim for it.

Mr B was very unhappy with this and brought his complaint to us. He told us he bought two laptops at the same time and both belong to him. He says they were both delivered to his partner's address at the time as he works. Mr B also says he does not have a cloud account, which is why his partner's cloud account was registered on his laptop, and she sometimes used his laptop too as they both use the laptop for editing photos.

One of our Investigators looked into the matter. The Investigator said it was not unusual to share a cloud account and Mr B had explained why the laptop had been delivered to his partner's address. The Investigator was satisfied that Mr B had done enough to establish his ownership of the laptop and it had been stolen, so recommended that Assurant reconsider the claim.

Assurant did not accept the Investigator's assessment. Assurant says Mr B initially said he bought the laptop direct from the manufacturer but then provided an invoice from a department store. It also says the policy requires the claimant to provide a serial number of the device being claimed for and Mr B has not provided proof of the serial number, which is not on either invoice provided.

Assurant says the invoices show two different product codes but also says the fonts on the two invoices are different. They seemingly show that two laptops were bought on the same day, one for Mr B and one for his partner, but it cannot establish which one was claimed for; and there is no evidence they live at the same address, so his partner is not covered under the policy. Assurant also says again that it has not seen any proof of travel on the relevant day and time or that either device is on Mr B's cloud, which is unusual.

Assurant says that it has not seen any valid proof of purchase, no proof of travel and no proof of usage of the device, so it cannot place the device in Mr B's possession at the time of the alleged loss or determine if the incident happened as advised.

As the Investigator has not been able to resolve the complaint, it was passed to me.

I issued a provisional decision on this matter in August 2024. I did not consider the complaint should be upheld, as I agreed with Assurant that Mr B had not established a valid claim under the policy. I have set out my provisional findings below:

"Mr B's policy provides cover for loss or theft of his gadgets, which would include his laptop.

It is a principle of insurance law that it is for the claimant to establish, on the balance of probabilities, that they have a valid claim under a policy. This means in the context of this case that Mr B has to prove it is more likely than not that he owned and possessed the laptop for which he is claiming as well as that he suffered a loss covered by the policy. There are also specific terms in the policy which reflect this.

Assurant has said it has not seen proof of travel by train on the day in question and has not seen enough evidence that Mr B owned the laptop claimed for.

Assurant has referred to policy terms that require a claimant to provide the serial number of the claimed for device. I don't think it was unreasonable to ask for the serial number but we expect insurers to handle claims fairly and reasonably and this means that it might not always be reasonable to insist on a serial number being provided if there is a good explanation why it is not available.

However, Assurant also has other concerns. I have therefore considered the evidence Mr B has provided about the purchase and ownership of the laptop he is claiming for.

Mr B has provided copies of two invoices from the same retailer both timed and dated at "*21:22 18 January 2021*".

Mr B says he purchased two laptops at the same time, which is why there are two invoices. From the earlier communications it was suggested he bought one and his partner bought the other at the same time and that is why there were two invoices and Mr B says he just sent everything he had related to the laptop to Assurant.

However Mr B recently told the Investigator that both laptops belonged to him but he is only claiming for one.

Assurant says the two invoices are in different fonts. They are different fonts and slightly different layouts.

One invoice shows the billing address as Mr B's and the delivery details as his partner's name and address and the other shows his partner's details for the billing name and address. Both invoices bear the same order number but each shows one laptop only, each the same make and model but a different product code.

In addition, each invoice shows a different VAT receipt number, even though they have the same order number.

I have not seen any explanation why both laptops were not on the same invoice if they were purchased at exactly the same time and as part of the same order, with the same order number; why they did not have the same product code; or why the same order would have two different VAT numbers.

If Mr B bought and owned both laptops, it does not explain why one showed his partner's details as under the billing details part of one of the invoices.

In addition, Assurant says the fact Mr B did not have a cloud account registered on the claimed for device raises doubts that it was his laptop.

Mr B says he does not have a cloud account but his partner's cloud account is on his laptop as she uses it; he said he and his partner both use it to edit photographs. On its own the cloud account issue doesn't necessarily prove or disprove ownership of the device but given the other issues raised with the invoice, I agree with Assurant that Mr B has not done enough, on the present evidence, to establish that he owned the device claimed for.

Having considered everything very carefully I am not persuaded that Assurant needs to do anything further and I consider it was entitled to refuse the claim."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information they want considered.

Assurant has confirmed it has nothing further to add.

Mr B has not responded to my provisional decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

As neither party has added any further information, and in particular no explanation has been given of the issues raised about the invoices, I remain of the opinion that Mr B has not established that he owned the device being claimed for and that Assurant was therefore entitled to refuse his claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 October 2024.

Harriet McCarthy
Ombudsman