

The complaint

A company, which I'll refer to as 'M' complains U K Insurance Limited ("UKI") has unfairly declined their insurance claim.

Mr O has brought the complaint on behalf of M. So, I will refer to him below where necessary.

All references to UKI also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr O purchased the policy in July 2023
- In August 2023 Mr O lost his bag, leaving it in a coffee shop, it wasn't there when he returned the following day. The bag contained his laptop and other essential business equipment.
- UKI declined the claim as it said Mr O didn't have cover for items outside of the work premises.
- Mr O has challenged the decision to decline the claim with UKI and feels different reasons have been given each time. He feels the policy terms contains a lack of clarity and transparency.
- Mr O said the claim should be accepted under an extension in the policy for temporary removal of contents from the business premises for demonstration purposes. Mr O has pointed out 'demonstration' purposes was not defined in the policy.
- In its final response to the complaint, UKI said Mr O had chosen not include cover for property away from the premises in the policy. It said it had issued documents to Mr O following the policy being issued and in which Mr O could've reviewed the cover to see if it was suitable. It did not think the extension applied in Mr O's case.
- Mr O was dissatisfied with UKI's response, so he referred M's complaint to our service.

Our investigator didn't uphold Mr O's complaint. She said she was satisfied Mr O had been issued with policy documents and a statement of fact after taking out the policy. She says the statement of fact clearly set out covers that were not included, which detailed 'property away from your business premises'. So, she was satisfied Mr O was made aware he didn't have this cover. As the loss happened outside of M's premises, she was satisfied UKI had acted fairly to decline the claim. In addition, she didn't agree the policy terms were unclear.

Our investigator said she hadn't seen any evidence that persuaded her the equipment had been taken out for demonstration purposes, so she didn't feel the temporary removal extension applied.

Mr O didn't agree with our investigator's view of the complaint and has provided several submissions. In summary he has raised the following points:

- He didn't receive a statement of fact or a welcome letter. He feels UKI are attempting to mislead him and our service amounting to fraudulent misrepresentation.
- He said he has evidence he couldn't access the online portal during a specific period so was unable to review key documentation.
- UKI has breached consumer protection laws.
- UKI has possibly caused data protection violations as the documents it has provided has been manipulated and misused in a way that infringes on his privacy rights.

Our investigator said she had seen evidence of documents being issued on the online portal including the statement of fact and policy documents at the time of the policy being sold. She also said she hasn't seen any evidence of Mr O not being able to access the portal.

The complaint has now passed to me.

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.

I can confirm I have thoroughly read and considered all the evidence presented by both parties. However, my role as an ombudsman is to decide how a complaint should be resolved, quickly and informally. That means I will focus my investigation and decision on what I consider the crux of the issue to be. I don't intend to comment on everything Mr O has said or asked, unless I consider it relevant to the decision I need to make. This isn't intended to be a discourtesy but simply reflects the informal nature of our service, it's remit and my role in it.

I understand Mr O feels some representations have been made fraudulently, which is a very serious accusation. I think it's important to point out here our service isn't a regulator, nor is this a criminal investigation. However, I will say that I have not seen any information provided by either party that persuades me the information provided is inaccurate.

Mr O has provided further comments where he has questioned the handling of his data. If he has concerns about this, he should refer to UKI in the first instance, and may consider contacting an organisation such as the Information Commissioners Office. However, I will not be commenting on these aspects below.

Having reviewed everything, I do not uphold the complaint for these reasons:

- I acknowledge Mr O's comment regarding not receiving a schedule. However, UKI has provided screenshots showing all the documentation issued to him on its system. I can see this includes a statement of fact being issued at the time of the policy's inception. I can see the email address UKI had for him was also correct and that this was his preferred method of contact. So, I'm satisfied these documents were issued to Mr O.
- Mr O says he was unable to access UKI's portal to view documents and has provided an email he says supports this. I've reviewed this email but can see this refers to a document not being included – which relates to direct debit payments, not the statement of fact or what the policy does or doesn't cover. So, I don't think this is relevant here. It also doesn't show that the portal was unavailable to Mr O and I've seen no other evidence that persuades me this was the case.
- From reviewing the statement of fact, I can see it lists out what is covered and what isn't covered. 'What isn't covered' is found on the second page of the document and

under this says 'property taken away from your business premises'. I think this makes it clear that property taken away from the business premises isn't covered, so I don't think UKI acted unfairly here by applying this term.

- I've reviewed Mr O's comments about the Temporary removal extension. While demonstration isn't defined in the policy, I've thought about the general meeting which is to show or explain something. And having reviewed everything available I've not seen any evidence to persuade me Mr O had taken the equipment out for demonstration purposes.
- Mr O initially told UKI he had left the equipment in a coffee shop, not mentioning anything regarding a demonstration or similar. So, I'm not persuaded a demonstration was taking place, so I don't think the extension is relevant in this case.
- I've reviewed the documents, but I'm not persuaded they contradict each other as Mr O has suggested. I think it has been made clear Mr O wasn't covered for items outside of the premises, and the extension is clear in that it provides cover in very specific circumstances. I'm satisfied for the reasons above the terms haven't been met and so UKI haven't acted unfairly in declining the claim.

My final decision

My final decision is that I do not uphold M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask M to accept or reject my decision before 16 April 2025.

Michael Baronti
Ombudsman