

The complaint

Mr W has complained that AmTrust Europe Limited unreasonably refused to pay his claim for the theft of his laptop under the gadget insurance cover contained in his travel policy.

What happened

Mr W's bag containing his laptop was stolen.

So, he made a claim to AmTrust who declined to pay his claim on the basis that the required security features weren't switched on, plus it didn't feel Mr W had confirmed proof of ownership.

Mr W then brought his complaint to us. The investigator was of the view that Mr W had confirmed his proof of ownership, so he didn't think AmTrust was correct on that aspect. However, Mr W's laptop had Windows Vista installed to enable Mr W play vintage games. This meant the relevant security required under the policy wasn't capable of being enabled. So, on this basis the investigator was of the view AmTrust hadn't done anything wrong in declining to pay Mr W's claim.

Mr W remained dissatisfied, so his complaint has been passed to me to decide.

I issued a provisional decision on 31 March 2025, and I said the following:

'Having done so, I'm not intending to uphold this complaint for further reasons than those of the investigator. I'll now explain why. I do understand and appreciate Mr W will be very disappointed with my decision.

Like the investigator however, I do consider Mr W has shown proof of ownership appropriately and has adequately explained the initial issues he had with the shop he brought his laptop from.

I don't consider that the issue about whether or not Mr W bought this laptop with or without an operating system is that relevant. There is no dispute that Mr W installed Windows Vista on his laptop and that this operating system then didn't have the security features which AmTrust said was required in order to cover his claim for the theft of the laptop.

So, the issue is whether the wording of the policy is sufficient to detail the relevant security features that AmTrust said it required. I have considered Mr W's definition of 'manufacturer' with some considerable care too.

The gadget cover is sold within a travel policy and has a different underwriter from the main travel provisions of the policy. The following details from the policy are relevant.

Under the '*About this policy*' section it says:

*We have tried to make it simple and easy to understand while also clearly describing the terms and conditions of **your** cover.*

...

***You** will also note that some words are in bold. Those words are defined in the 'Definitions' section.'*

It defines 'Manufacturer Security' as:

*'Means the inbuilt security features of **your gadget**. For example, Apple 'Find My' or Google 'Find my Device.'*

Under both the 'Loss' and 'Theft' sections of the cover under 'what we will not cover' the policy details the same wording as follows:

*'The **theft of your gadget** if the **manufacturer security** is not switched on throughout the insured trip, including at the time of the **theft**.*

*The **manufacturer security** must remain switched on, and **your gadget** must be linked to your manufacturer security account, throughout the claims process.'*

I appreciate that Mr W views the 'manufacturer' of his laptop as different to any manufacturer of an operating system such as 'Windows.' I also appreciate the fact that Mr W has confirmed the actual 'manufacturer's' security system on his laptop, such that it was, was indeed switched on. However, my understanding is that that level of security bears no resemblance to the type of operating system security of 'find my device' which this policy requires to be activated in order for any claim for theft to be valid. And there is no dispute that Windows Vista being such an older operating system, didn't have this level of security either.

That means for the purposes of this policy, I consider that Mr W hasn't shown he had the correct security features for this policy to respond to his theft claim.

And I agree with Mr W that 'manufacturer' could have two different meanings between the company that made the actual hardware of the laptop and the company that made the operating system as in the software. But I can see AmTrust along with the other underwriter for the travel sections of this policy wanted to make the wording in the policy simple. So, in choosing to use the word 'manufacturer,' I consider it meant the 'operating system' manufacturer as otherwise no manufacturer of the hardware like Mr W contends could ever have the security features of 'find my device' that is required by AmTrust.

So, given Mr W's laptop had an operating system that was too old for the level of the security features AmTrust required, it follows that the policy wording does permit AmTrust to decline to pay Mr W's claim for the theft of his laptop.

To help Mr W understand further, not every insurance policy covers every kind of event. Insurers are permitted by the regulations to decide what risks they want to cover and what risks they don't. This is part of their commercial discretion. So, it's clear to me that AmTrust only want to provide cover for loss or theft of a gadget provided the gadget had this type of level of security features. Therefore, the premium paid for the gadget part of the cover under this policy would have been priced as including the risk of theft of the gadget, but only if this kind of level of security features was activated. And indeed, the security features required would also make it easier to find the laptop so decreasing the risk to AmTrust too. If the

gadget didn't have those security features – the policy clearly says the gadget then isn't covered for loss or theft. This is because the risk level was then increased beyond the level of cover that AmTrust was prepared to insure under the policy.'

AmTrust had no further comments.

Mr W understandable didn't agree. He queried the definition of gadget and detailed that not all gadgets would have the relevant 'find my device' security as detailed in the policy wording. He raised the issues that certain gadgets he described of the more gaming variety of gadgets don't have this level of security feature at all.

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.

Having done so again, I remain of the view I detailed in my provisional decision.

The policy defines the gadgets it is covering as the following:

'Mobile Phones, Smart Phones, Laptops (including custom built), Tablets, Digital Cameras, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Bluetooth Speakers, Satellite Navigation Devices, E-Readers, Head/Ear Phones, Smart Watches or a wrist worn Health and Fitness Tracker.'

Mr W's complaint concerns the theft of a laptop not a games console or unwired headset neither of which has such technology as 'find my device'.

I remain of the view that it's reasonable for AmTrust to have expected Mr W to have an operating system which has the more usual 'find my device' security features working on it. As Mr W installed an old operating system which did not have these security features, I also remain of the view that it's not unreasonable for AmTrust to decline to pay Mr W's claim as he has increased the cost of the risk to AmTrust.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 May 2025.

Rona Doyle
Ombudsman