

## **The complaint**

Miss F and Mr H are unhappy that Liverpool Victoria Insurance Company Limited ('LV') wouldn't consider their claim for accidental damage to a laptop computer under their home contents insurance policy, without first receiving the hard drive for inspection.

Where I mention LV, that also includes its agents.

## **What happened**

The parties are both aware of the background to this complaint, so I won't be setting it out in detail here. In summary, Mr H has told us that he tripped over the cable to his laptop, causing it to fall to the ground, after which it would no longer work.

LV's inspection agent examined the laptop, and its engineer noted some signs of water ingress – in particular, corrosion around the rear of a USB port, liquid residue on the unit's battery, and some trapped liquid on an underside LED viewing panel. Whilst they couldn't be certain this was the cause of the laptop failing to work, they suggested to LV that the solid-state hard drive (SSD) was needed to check the logs to show when the laptop was last working.

Mr H had removed the SSD, which wasn't the original one, as he didn't have the ability to back it up before it was collected. But he sent over the logs as screenshots as well as a copy of the data that he thought the engineer might need to see to determine that the laptop was working before the incident he was claiming for. LV didn't change its position, and still said that it needed the physical hard drive.

Our investigator considered all the evidence but didn't uphold the complaint. Mr H requested an ombudsman's decision, and the matter has come to me for review.

## **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.

Miss F and Mr H will, I am afraid, be disappointed to hear that I agree with our investigator that LV haven't acted unreasonably here. I'll explain why below.

I am very grateful to Mr H for the detailed information that he has provided about what happened. I can completely appreciate why he's upset by what he considers to be LV's intransigence in having continued to require the submission of the SSD, even though he'd already provided all the data that he believes is needed to consider his claim.

I understand why Mr H removed the SSD. It contained personal information that he had no way of backing up before the laptop was collected. And he was concerned that it might be lost. But what I must consider here is whether or not LV have acted unreasonably by insisting that he send the SSD in for inspection.

Miss F and Mr H are claiming under the accidental damage section of their home contents

insurance policy. This requires that the damage must be caused suddenly by external means - which is not expected and not deliberate. It is for the policyholder, here Mr H, to demonstrate that an insured peril has occurred. Mr H has said the laptop fell to the floor when he tripped over the wire when getting up to answer the door. The parties both accept that such an incident could have caused the damage seen.

But the inspecting engineer also identified some possible water ingress, which over time could have led to the computer failing as well. So, they recommended the hard drive be examined to determine when the computer stopped working and hence what the more likely cause was. I know that Mr H disputes there being any water damage to the computer. He's since had it returned and couldn't find any evidence of water ingress. But I must also take into account the report provided by the engineer, which I consider to be persuasive.

The insurance policy provides that the policyholder must cooperate with the insurer in its investigations. And the policy specifically provides LV with a right to inspect the property claimed for. Here that's the laptop, which necessarily includes the SSD. That's an integral part of the laptop and, whilst not the original, it is part of the item for which Mr H is claiming. I appreciate Mr H's frustration is that the hard drive would not have worked in the computer, which was effectively dead, and so would have needed to be read by external means anyway. And he was satisfied that he'd produced a copy of the data that the engineer would have needed to determine it was working immediately before the accident.

The engineer had, however, recommended to LV that the SSD and the data on it be inspected. And that was what LV was insisting on. Although not alleging that this had happened, LV was concerned that it's possible to manipulate data and so it wished to see the original. I know Mr H contests this, although I'm afraid that I don't consider LV's position to be unreasonable. It's not unusual for insurers to want to investigate incidents thoroughly, particularly when there's no external evidence of what happened – and when the evidence there is might also indicate another potential cause.

The laptop here didn't have significant external damage, it had just stopped working when it fell flat on the floor. So, I can see why LV might have wanted to thoroughly investigate what had happened. Mr H says that when he spoke to the engineers, they accepted the data was sufficient to show the laptop was working immediately before the incident. But their report had recommended an inspection of the SSD, and I don't think it was unreasonable for LV to rely on that report when determining how the claim should be progressed.

So, without the SSD, LV wasn't in a position to determine Miss F and Mr H's claim. It didn't decline it, but treated it as withdrawn for failure by the policyholders to fully comply with the request to see the SSD. Again, I know that Mr H did ultimately offer to send it in and was asking what data it was that LV wished to be left on it. But I think it's clear that LV just wanted the SSD as it was. And in all the circumstances of this complaint, I don't consider that to have been unreasonable.

**My final decision**

It's my final decision that I don't uphold Miss F and Mr H's complaint against Liverpool Victoria Insurance Company Limited. I don't think that it acted unreasonably.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F and Mr H to accept or reject my decision before 1 July 2025.

James Kennard  
**Ombudsman**