

The complaint

Mr B complains that Tradex Insurance Company PLC ("Tradex") declined a claim for the loss of his laptop computer under his household insurance policy.

What happened

Mr B had a household insurance policy with Tradex covering his home and belongings. He had a laptop he'd use while out of his home. It was kept in a laptop bag.

He made a trip to a shopping centre and said he used his laptop while at a coffee shop.

Later that day, he found that he didn't have his bag or laptop. The laptop had the ability to be tracked, but it wasn't turned on.

He made a claim from Tradex. He reported the loss to the police, the laptop's manufacturer and retraced his steps in the shopping centre, and to the centre's lost property.

Tradex looked into his claim. It asked Mr B for evidence of his activities that day. It declined his claim as it said there wasn't enough evidence to support it. He complained to Tradex, which said it thought there'd been delays in its communication with him and said it would pay him £100 compensation for those, but it wouldn't pay his claim.

As Mr B remained unhappy, he brought his complaint to this service. He asks that Tradex pays his claim.

Our investigator looked into his complaint and thought it would be upheld. She thought Tradex hadn't fairly rejected his claim, and it needed to consider it on the remaining policy terms. She also thought Tradex's offer of compensation wasn't enough and it should pay an additional £100 for Mr B's stress and frustration.

Mr B accepted the view, but Tradex didn't. It reiterated that Mr B hadn't provided it with evidence to support his version of events that day. Because it didn't agree, this complaint has been passed to me to make a final 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.

Having done so, I'm upholding Mr B's complaint.

I've read about Mr B's embarrassment at the loss of his laptop and I thank him for his full and frank admission that he simply mislaid it at some point that day. I can see he told Tradex the same information.

At the centre of Tradex's rejection of Mr B's claim is that it asked him to supply evidence that he'd owned the laptop; that he'd reported the loss to various stores he'd been in that day, and to the police; and to provide evidence that he'd been to the shopping centre that day

such as receipts.

I've read the file of evidence and I can see that Mr B struggled to provide the evidence requested by Tradex. He says he pays cash to help him budget, and doesn't take receipts for environmental considerations. As mentioned above, he reported the loss to the police and the shopping centre management. But he couldn't report it to the stores because he didn't know where he left the bag.

He did confirm he'd checked with various shops several times about whether it'd been handed in. He also told the manufacturer of the laptop.

Tradex tried to check CCTV of the shopping centre and its surrounds. The coffee shop was able to say someone of Mr B's description was in their shop that day, but wasn't able to say that he'd been using a laptop. It couldn't share the footage with Tradex without police involvement, but the police had it logged as a loss rather than a crime.

In its final response to Mr B, Tradex said:

"Information and assistance, meaning physical proof or items.

Without physical things we cannot prove the claim. We appreciate you telling us what happened (providing information and assistance) but this doesn't prove this was the case, for example an ideal timeline would be - I went for a coffee at [coffee shop], here is my receipt/ bank statement. Thus telling us where you were and evidencing this."

As I say above, it's this lack of evidence that Tradex has used to decline Mr B's claim.

I've thought carefully about this. Mr B has been able to supply some evidence that he owned the laptop, and further that he bought a replacement due to losing the first one. He provided what evidence he could, and in his responses to Tradex I can see he's said he's co-operated with it, but couldn't provide more as he simply didn't have the evidence it wanted.

Tradex seems to acknowledge this in its responses, but still rejected his claim because it wanted more evidence.

It seems to me that there may be times when a customer making a claim simply cannot provide the evidence being asked of them. And, while I think Tradex's request for evidence was reasonable, Mr B's detailed explanations about why he doesn't obtain or retain such proof is compelling.

The CCTV footage discussed between the coffee shop and Tradex certainly seems to suggest that Mr B, or someone fitting his description and/or wearing a certain type of jacket, was present that day as he'd said.

The policy wording includes cover for Mr B losing personal possessions.

Taking everything into account, I think it's fair I say Tradex hasn't provided enough reasoning about why it's rejected Mr B's claim. I appreciate that it felt it needed to investigate the claim thoroughly, but it seems to me that Mr B provided what he could. His presence on site seems to have been validated, and I don't think it's fair that Tradex can refuse to settle this claim on the basis that he can't supply receipts or other evidence about his wider activities when Mr B has given Tradex and this service reasons for the lack of this wider evidence.

So, I think Tradex now needs to consider his claim on the remaining policy terms.

I've also looked at the timeline of events and thought about Mr B's distress and inconvenience. Tradex has offered him £100 compensation for the impact of some delays during his claim.

But I think Mr B's distress goes further than this and I can see from the file that he's been frustrated by Tradex's approach. He repeatedly said he had no more evidence to send, and detailed why he didn't have or couldn't provide it. I think Tradex has caused him additional distress in its claims process and it needs to pay him additional compensation of £100 for this, so £200 in total.

My final decision

For the reasons set out above, it's my final decision that I uphold this complaint. I direct Tradex Insurance Company PLC to:

- Consider Mr B's claim on the remaining policy terms.
- Pay Mr B a further £100 for his distress caused by its claims process.

Tradex Insurance Company PLC must pay the amount within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 June 2025.

Richard Sowden
Ombudsman