

The complaint

Mr S has complained after AmTrust Specialty Limited (AmTrust) declined the claim he made under the gadget cover of his travel insurance policy.

What happened

Mr S says he purchased a laptop in January 2025. In February 2025, Mr S was at the airport and due to travel when he says he had to return home due to a family emergency.

Mr S says he subsequently noticed that he had left his laptop at the airport. When it couldn't be recovered, he made a claim to AmTrust.

AmTrust declined the claim. They said there was a clear exclusion in the policy terms and conditions for any claim where the manufacturer security hadn't been turned on at the time of the theft or loss.

Mr S was unhappy. He said as the laptop was new he hadn't turned this security feature on yet and didn't think it was fair that the claim was being declined. Which meant he would have to carry on paying the finance for the laptop, despite not having use of it.

Our Investigator looked into it but thought AmTrust had acted fairly. As Mr S didn't agree, the case has been passed to me to decide.

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 agree with the outcome reached by the Investigator. Let me explain why.

Firstly, I would like to say that I understand the difficult financial consequences of this decision. Mr S will be left having to pay off an expensive item that he doesn't have the use of.

However, I think AmTrust have acted fairly in declining the claim. The policy terms and conditions are clear that AmTrust *"will not pay any claim if the manufacturer security is not switched on at the time of theft or loss"*.

Further, the policy explains in the definitions that *"Manufacturer Security – means the inbuilt security features of your gadget. For example Apple 'Find My'"*. I find this clearly explains the exclusion.

I understand Mr S's argument that the laptop was unused and boxed still, so he hadn't been able to activate the manufacturer security. However, the policy is clear that this is a

requirement for a claim. Mr S had approximately a month between purchasing the laptop and the date of the loss, sufficient opportunity to activate the feature. A reasonable requirement from the insurer to help minimise the risk.

In summary, Mr S's policy doesn't provide cover for a gadget stolen or lost where the manufacturer security hadn't been activated. I believe this is fair and although I sympathise with Mr S, he had ample opportunity to take these steps prior to the loss.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 8 October 2025.

Yoni Smith
Ombudsman