

The complaint

Mr C complains that AmTrust Specialty Limited declined a claim for theft under his gadget insurance policy.

What happened

Mr C held a gadget insurance policy which was provided by AmTrust, and it covered a specific gadget. Unfortunately, whilst travelling abroad, this was stolen from Mr C's suitcase when he was travelling in a shared transfer van. So, he made a claim under his policy.

AmTrust declined the claim as it considered Mr C had left the gadget unattended. So, it said that a policy exclusion applied in the circumstances. Mr C didn't agree with AmTrust's position. He brought the complaint to this Service and said that the locked suitcase was underneath the seats a few seats behind where he was sat and he was in the van the entire time. So, Mr C doesn't think he left the suitcase unattended as he was physically present the entire journey.

One of our investigators reviewed the complaint. Having done so, he didn't think AmTrust had acted unfairly or unreasonably when it declined Mr C's claim, for the reasons it did.

Mr C didn't agree with the investigator's findings. He clarified that the suitcase was placed directly underneath his seat, so within an arm's reach the entire journey. Mr C explained that when he made the claim, he was extremely stressed and upset. And in hindsight, he now realised he hadn't described the situation correctly.

The investigator noted the inconsistency in Mr C's testimony and said that he was more persuaded by the initial explanation of events as this was provided closer to the time of the incident. Mr C maintained that the updated version was the correct and accurate one, and he asked an ombudsman to review the complaint. So, the complaint 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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mr C's policy terms set out that the policy doesn't cover the theft of a gadget *"if it is stored anywhere out of your immediate control. This includes as checked-in baggage or in a bus, coach or train baggage compartments."*

The general exclusions section also sets out that AmTrust won't pay a *"claim if you knowingly leave the gadget unattended and at risk of being lost, stolen or damaged. For example – if the gadget is left at the side of a sports pitch whilst you are taking part in the sport."* Unattended is defined as *"the gadget is neither on your person or within your sight and/or reach"*.

An exclusion for items left unattended is common in these types of policies. This increases the risk of theft, and insurers are entitled to decide what risk they're willing to accept in return of a premium. But I've considered if AmTrust has relied on the exclusion fairly.

The gadget that was stolen was in Mr C's suitcase. When he made a claim to AmTrust, he explained that he boarded a shared van to the airport, he was sat at the front and his suitcase was in the back with the other passengers as there wasn't enough space in the boot. And after AmTrust declined the claim, Mr C explained that the suitcase was in the back of the van with other passenger luggage, and he sat at the front of the van.

When Mr C brought his complaint to his Service, he explained that the gadget was stolen from his locked suitcase, which was placed in the van underneath the seats a few seats behind where he was sat. But when the investigator didn't uphold the complaint, Mr C explained that the suitcase was under his seat, within an arm's reach.

I appreciate Mr C says being stressed about the situation impacted how he explained the events when he first made the claim to AmTrust. But overall, Mr C explained the events again after AmTrust declined the claim. In both these versions he explained that he was at the front of the van, and his suitcase was at the back – either with the other passengers or in the boot. Mr C also explained that the transport was a shared van with 15 other passengers who got dropped off at different stops.

Overall, I'm more persuaded by Mr C's testimony of events when he made the claim and discussed this with AmTrust, as this was closer to the event. So, I think it's more likely than not that his memory of the event was more accurate then. And I think that in both these situations, Mr C wasn't in a position to prevent the theft. The suitcase wasn't within his sight or reach, or within his immediate control. And Mr C knew during the trip that other passengers were getting off the van at different times with their luggage. He also kept the gadget in his suitcase, rather than with him in any hand luggage.

Having considered everything, I think AmTrust acted fairly and reasonably when it said an exclusion applied to Mr C's claim. So, I'm sorry to disappoint Mr C but I don't think there's anything AmTrust needs to do, to put things right.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 October 2025.

Renja Anderson
Ombudsman