

The complaint

Ms S has complained that Astrenska Insurance Limited refused to deal with the loss/theft of her laptop under her gadget insurance policy.

What happened

Ms S leased a laptop from a company who insured the laptop with Astrenska. Unfortunately she was involved in a domestic violence incident and left the property where her laptop was.

She reported the loss of the laptop to the police who gave her a crime reference number but refused to give her the written report which Astrenska says is necessary to proceed with her claim.

Ms S was able to cancel her lease for the laptop as it was within the 14 days cooling off period, however as she can't give back the laptop she had to continue to pay her lease payments.

So as Astrenska wouldn't change its stance Ms S bought her complaint to us. The investigator thought it should be upheld, with Astrenska reconsidering the claim under the remaining terms and conditions with a view to paying her claim. Along with that it should reimburse the monthly payments Ms S made to the lease company from the date Ms S told Astrenska that there was no police report available adding interest to this refund. And the investigator thought it should pay Ms S compensation in the sum of £300 for the distress it caused.

Ms S agreed but Astrenska didn't and asked for an ombudsman's decision. So Ms S' 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.

Having done so, I'm upholding this complaint along the same lines as the investigator, I'll now explain why.

This claim started in November 2024. Ms S was involved in a domestic violence issue and left her laptop behind. She reported the loss of the laptop and the domestic violence incident to the police. The police told her to have no contact with her ex-partner. They issued her with a crime reference number for the laptop. But the police didn't appear to investigate anything further. Ms S recorded a call with the police who confirmed their collar number on the call recording thereby confirming Ms S was talking to the police. Ms S provided all this to Astrenska. Astrenska continues to insist it must be provided with a written police report before it will consider her claim further.

Ms S can't force the police to either find her laptop or investigate whether her ex-partner still has her laptop or indeed to prosecute her ex-partner for its theft. It's grossly unreasonable to expect her to do so. Nowhere in the policy terms which Astrenska has forwarded to us does it say a written police report is required for a loss or theft claim either.

Given the situation Ms S has found herself in to include the domestic violence situation, I consider there is nothing else Ms S can do. I do appreciate the claim has been made at the beginning of the lease term and therefore insurance cover, which causes a red flag but again I don't consider Ms S had any control over when her domestic violence issue might erupt either. So sadly it's just one of those things. More importantly there is no evidence before me from Astrenska casting any doubt over what Ms S said or her version of events. So without that evidence, it would be unreasonable and unfair in these circumstances to disbelieve her.

If the written police report is that essential to Astrenska despite its policy wording being silent on it, then I would have expected Astrenska to get in touch with the police direct itself. But it doesn't appear to have done that. However given the lack of any policy terms to show why a written police report is necessary I would imagine the police might refuse to provide any written report on that basis also. It's not for either Ms S or indeed Astrenska to demand what any police force should prioritise either. It's also not unusual in the absence of significant injury for the police to remain uninvolved in a domestic violence issue save that it advises the reporting party to stay away from the other party.

Having read the policy terms, I can see no other terms why Astrenska wouldn't pay Ms S' claim. She left it behind in domestic violence circumstances, reported that and the loss of the laptop to the police, she was advised by the police not to make contact with her ex-partner, and she is left paying her lease company for a laptop she no longer has. Therefore under the policy terms given her laptop is at least lost if not stolen, it remains a claim that is covered under this policy. If Astrenska didn't want the policy to respond in this type of loss it should have detailed that in its policy also.

Therefore I agree that it's appropriate and fair that Astrenska now reconsiders Ms S' claim under the remaining terms and conditions with a view to paying it.

Given how long the stalemate between Astrenska and Ms S went on for, I consider it delayed any resolution of her claim in a satisfactory manner, thereby ensuring Ms S had to continue to pay her lease payment on the basis she can't return the laptop to the lease company, because she hasn't got it. So I consider Astrenska should refund all the payments Ms S has made to the lease company from the time she told it no police report was available. And it should add 8% simple interest per year to that refund.

I also consider given the length of time this matter has been going on for, that Ms S has been put to some considerable longstanding trouble and upset by Astrenska. On that basis I consider it's fair that Astrenska pays Ms S some compensation. I consider the amount of £300 compensation as suggested by the investigator to be fair and reasonable as it's in line with our approach as more fully detailed on our website.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Astrenska Insurance Limited to do the following:

- Reconsider Ms S' claim under the remaining terms and conditions of the policy with a view to paying it.

- Refund Ms S' payments to the lease company from the date she told it no police report would be available to the date it refunds her. Adding interest of 8% simple per year from the date she told it no police report was available to the date it pays her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Ms S for HMRC purposes.
- Pay Ms S the sum of £300 compensation for the distress and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 28 November 2025.

Rona Doyle
Ombudsman