

## The complaint

Mr C complains about how Assurant General Insurance Limited dealt with his laptop claim under his gadgets insurance policy.

## What happened

Mr C took out an insurance policy which included cover for gadgets. The terms and conditions explained *'For all devices: If your device is damaged or breaks down we'll either repair it or replace...'* and *'If you can't send us the damaged or faulty device to support a damage or breakdown claim, we'll treat it as a claim for a lost device. If your device is lost or stolen, we will replace it.'*

Mr C contacted Assurant to make a claim. Assurant said Mr C would need to send his laptop to Assurant for it to be assessed in line with its process. Mr C said he is an exchange student and lives abroad and explained why this wouldn't be an option for him. Assurant said it wouldn't be able to further consider Mr C's claim without physically inspecting the laptop, or treat it as a claim for a lost device. Mr C complained about Assurant's decision. Assurant didn't offer to do anything in settlement of Mr C's complaint.

Mr C referred his complaint to the Financial Ombudsman Service. Our Investigator looked at the complaint and said Assurant had acted reasonably. Mr C didn't agree, so the complaint has been passed to me.

## 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mr C feels strongly that Assurant have not dealt with his claim properly. I understand it has been a difficult time for Mr C. But having reviewed the evidence I don't think Assurant need to do anything more in settlement of this complaint.

I can understand this is likely to come as a disappointment to Mr C but I hope my findings go some way in explaining why I've reached this decision. I've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it has affected what I think is the right outcome.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I've considered the evidence to determine whether Assurant has acted reasonably in informing Mr C that it won't be able to consider his claim without physically inspecting his laptop.

I've carefully considered Mr C's points about Assurant's request being a '*breach [of] multiple regulations and potentially commit a criminal offence [sic]*'. We can only ask Assurant to take action where we think its interpretation and application of the policy terms is unfair or wrong.

Although I accept the stress and inconvenience to Mr C in sending the laptop to Assurant because of him being based outside of the UK, I'm not persuaded this makes Assurant's request unfair or wrong. I say this because on balance I'm persuaded Mr C is being treated in the same way that any other customer in similar circumstances would be treated. It is generally fair that insurers are entitled to inspect an item before confirming whether there is cover under a policy.

Mr C feels strongly that his circumstances warrant Assurant treating the claim as one where a customer '*can't send us the damaged or faulty device.*' I've thought carefully about the policy terms, their intended meaning and application. I've considered the wider policy terms and conditions which include Assurant only sending repaired and replacement devices to a UK address. Assurant's request in asking Mr C to send his laptop to the UK is in keeping with the policy terms about the territory the policy covers on completion of a claim.

I appreciate Mr C's disappointment with this outcome. This situation has clearly left Mr C feeling stressed, upset, and financially out of pocket. But I can't ask Assurant to do more to support Mr C with his claim, given the evidence that has been provided, and the policy terms I've seen. I haven't seen any evidence to persuade me that Assurant's actions have been wrong, or unfair. So, I won't be asking Assurant to do anything further in response to this complaint. It is for Mr C to decide if he still wants to proceed with his claim.

### **My final decision**

For the reasons provided 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 20 April 2026.

Neeta Karelia  
**Ombudsman**