

## **complaint**

Mr B complains that Assurant General Insurance Limited won't pay his claim for his stolen camera under his gadget insurance.

## **background**

Mr B had gadget insurance through his bank account. He says on 11th December 2016 his bag containing his camera was stolen while he was on a flight. He contacted the bank to make a claim and told it he didn't have proof of purchase as the camera was a gift from his former partner.

Assurant, the insurer of the policy, wouldn't pay the claim as Mr B didn't have proof of ownership as the policy terms require. Mr B sent it photos of the box the camera came in, of camera accessories and of him holding the camera. Assurant didn't change its mind so Mr B complained to us.

Our adjudicator thought Assurant should relook at Mr B's claim. The policy terms said to register the camera for cover Mr B had to provide proof of ownership. But a representative of Assurant had told our adjudicator it wasn't usual practice to obtain proof. If Mr B had been asked to provide proof when registering the camera he would have known he couldn't provide that and known he wasn't covered. He could then have taken alternative insurance.

Assurant disagreed and wanted an ombudsman's decision. It said Mr B had registered the camera on the policy after it was stolen. It sent us screen shots of the process Mr B went through to register the camera which asked for purchase information and referred to the policy terms which were clear that proof of ownership was needed.

## **my provisional findings**

I made a provisional decision explaining why I was intending to not uphold this complaint. I said:

'My decision is about whether Assurant can fairly decline the claim. Mr B has also complained about the bank's service around the claim which we've looked at under a separate complaint.

The policy is very clear that to have gadget cover Mr B needs to register the gadget he wants to insure. It lists the information he needs to give to register which includes 'proof of ownership such as till receipt or delivery note from the place it was purchased'. The policy is also clear that Mr B isn't covered for any gadget that isn't registered. All that information is in the policy summary so has been highlighted to Mr B and I think it's reasonable.

Mr B registered his camera for cover on 21 December 2016. But his camera was stolen on 11 December 2016, before it was covered by the policy. For that reason alone Assurant doesn't have to pay or even relook at the claim. There was no cover for the camera when it was stolen so Assurant can fairly decline the claim.

Mr B was able to register the camera without the proof of ownership, although it's clear the information would be required on a claim. But being able to register hasn't disadvantaged Mr B. Even if he had been prevented from registering the camera without

proof of ownership he couldn't have then got other insurance for the camera as it had already been stolen.

Even if I thought Assurant couldn't fairly say the camera had to be registered to be covered, I think it could fairly ask Mr B for the proof of ownership required by the policy as there's differing information about when the camera was bought. On the claim form Mr B gave the date of purchase as 25 December 2015, but he also gave Assurant a different date, 7 December 2016. There's no cover for a gadget over two years old from date of purchase from new to date of registration. Although both those dates fall within the two years it would be reasonable for Assurant to want evidence to confirm the purchase date.

Mr B says the claim process took a long time. But I've not seen any evidence of Assurant delaying. He made the claim on 6 January 2017 and Assurant sent him its final response letter on 17 January'.

### **responses to my provisional decision**

Mr B didn't agree. In summary he said:

- He'd been told that gadgets are automatically covered without being registered. So he didn't need to register his camera before it was stolen for it to be covered.
- He'd explained why he couldn't give proof of purchase and the bank told him he could provide other types of evidence which he'd given. The policy wasn't fit for purpose if it didn't cover his expensive gadgets that hadn't been bought by him.
- He had been disadvantaged as his time should be respected. If Assurant wasn't going to accept other evidence it had wasted his time in searching for the camera box and mismanaged his expectations. Also he would have been able to get other insurance if he'd been told items weren't covered without proof of purchase.
- He can only estimate the date of purchase and the claim form date of Christmas day 2015 is correct. The other date was obviously an oversight as the camera couldn't have been bought and stolen within four days.
- There was delay. He was told to wait eight weeks for his complaint to be looked into but nothing happened.

I asked Assurant for its responses on Mr B's comments. It said a claim could be made for a gadget that hadn't already been registered but proof of purchase and ownership was required in these instances. Mr B had given it conflicting information about when the camera was bought and in those circumstances it particularly wanted proof of purchase and ownership, as the policy required. It had eight weeks to respond to a complaint.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I don't uphold this complaint and I'll explain why.

Assurant has now told me the camera didn't have to be registered under the policy before the claim for it to be potentially covered, although that's not what the policy terms that it sent us say. So Assurant can't decline the claim on the basis that the camera wasn't already registered when it stolen.

But Assurant can still fairly decline the claim as Mr B hasn't been able to provide the proof of purchase and ownership the policy is clear he needs to provide. I appreciate Mr B has explained why he isn't able to provide that information. But without the information Assurant can decline the claim. Mr B says that the later purchase date he gave was obviously wrong as the camera couldn't have been bought and stolen that quickly. But that could have happened. As Mr B's given conflicting information I think it's reasonable for Assurant to want to see evidence to confirm the purchase date, even if both dates are within the two year limit.

Mr B says he was disadvantaged as if he'd known Assurant needed proof of purchase he could have insured the camera elsewhere. But the policy is clear that information is needed when a claim is made. Also most, if not all, other policies would require proof of purchase when a theft claim is made. I note Mr B says he has other expensive gadgets he has no receipt for which he thinks are covered by this policy. I can't say with certainty what would happen if he made a theft claim for other items. But Assurant's policy requirements about proof of purchase and ownership are clear so there's no basis for me to say Assurant needs to refund the insurance premiums to Mr B. It's a matter for him if he wants to try to insure those items elsewhere.

Mr B says the bank wasted his time and raised his expectations in suggesting it might look at other types of evidence of ownership. But the decision whether to decline the claim is with Assurant and its final response letter to his complaint clearly set out what he needed to provide otherwise his claim would be declined.

Assurant didn't delay in responding to Mr B's complaint. Under our rules a business has eight weeks to respond to a consumer's complaint. Assurant told Mr B its position on 17 January and gave him details about us to complain to if he remained unhappy. So he could have complained to us at that time. There's no basis for me to say Assurant should pay Mr B compensation for any delay.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 December 2017.

Nicola Sisk  
**ombudsman**