

## **complaint**

Mrs G is unhappy that Amtrust Europe Limited turned down a claim for a lost mobile phone under her gadget insurance policy.

## **background**

In January 2017, Mrs G bought a gadget insurance policy that provides cover for electronics including mobile phones. The policy covers Mrs G and members of her family that she lives with. It says that mobile phones aren't covered for the first 14 days after the policy starts or for the first 14 days after a mobile phone is registered.

On 6 April 2017, Mrs G's husband purchased a new mobile phone. It was registered with Amtrust on 8 April 2017. Unfortunately the phone was lost on 11 April 2017.

Mrs G made a claim under the gadget insurance policy. Amtrust turned it down because the phone was lost within the first 14 days of it being registered.

Mr V and Mrs G weren't happy with Amtrust's answer. They said that the policy terms and conditions were inappropriate and unclear.

Our investigator didn't think that Amtrust had done anything wrong by declining the claim. She felt the terms of the policy did make it clear that you can't make a claim for an item within the 14 day period following its registration.

Mr V disagreed and asked for the case to be reviewed by an ombudsman. He didn't agree that the start date for the waiting period was the date the item was registered. He thinks Amtrust should pay the claim because the policy has been in place for longer than 14 days.

## **my findings**

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 don't think Amtrust should have to pay this claim.

The issue I need to decide is whether Amtrust's policy entitled it to refuse paying the claim and whether it was, in all the circumstances, fair to do so.

The starting point is to look at what the policy says. Gadget insurance doesn't provide cover for everything that might go wrong. It provides cover for some circumstances and then only if a claim meets the specified conditions in the policy.

Mr V understands there is a 14 day waiting period where the policy provides no cover. But he says this only applies in the 14 days immediately after the policy starts. But I'm afraid I don't agree with this interpretation.

I've looked carefully at the policy document. The policy summary says that for mobile phones, there is a waiting period of 14 days which applies after the policy start date and after the date an item is registered. This is set out again in the key facts table and under the definition of deferred period.

So from what I've seen, I think it's clear that the policy has a waiting period of 14 days after an item has been registered where there is no cover.

The timing of the loss of Mr V's brand new handset is unfortunate. But the loss of Mr V's phone doesn't meet the requirements of the policy. And an insurance company is entitled to decide the circumstances it's prepared to offer cover for. So I'm not able to say that it's unfair or unreasonable for Amtrust to not provide cover for the first 14 days after the phone was registered. It follows that I'm not able to agree that Amtrust has done anything wrong by not accepting this claim.

**my final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 19 July 2017.

Claire Marsh  
**ombudsman**