

complaint

Mr L complains that AmTrust Europe Limited ("AmTrust") have provided poor service when he made a claim under his mobile and gadget insurance policy..

background

Mr L made a claim under his insurance policy after his laptop stopped working. Mr L says he was told by the engineer that it wouldn't be necessary for him to provide his laptop password. However, AmTrust has specifically requested he does provide it.

Mr L has said the device isn't working and it's not possible to enter a password in its current state. And he's said he doesn't want to provide his password to a third party for privacy reasons. Mr L had also said he spoke to the company that made the laptop who agreed that the password wouldn't be necessary to repair the device.

AmTrust said it wouldn't cover the repair as he wouldn't provide the password. And it said this was required under the policy as it would need to establish a last usage date. AmTrust also said it didn't feel Mr L had given any valid reasons for not providing it, or any specific concerns around security that it could address.

Mr L brought the complaint to our service and one of our investigators looked into his concerns. Our investigator didn't recommend we uphold the complaint. He explained our service was not here to assess the technical aspect of laptop repair, and instead consider if AmTrust had acted in line with its terms and conditions and what was fair and reasonable in all the circumstances.

Our investigator said while he understood Mr L didn't feel the password was necessary to evaluate the device, AmTrust was able to request this under the policy terms. And AmTrust had said full diagnostics could only be run with full access to the laptop to establish the extent of the damage. So in the circumstances this was in line with the policy terms and, he felt, a reasonable request.

Mr L had said he'd felt AmTrust's representative had been aggressive and accused him of breaching the policy terms. Our investigator didn't find the language used to be aggressive and felt the representative had acted fairly.

Mr L disagreed and requested a final decision so the complaint has been passed to me.

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'm not upholding this complaint. I'll explain why.

Under Mr L's policy it outlines general exclusions of cover. This says AmTrust will not pay for *"any claim where **proof of usage** cannot be provided or evidenced (applicable only where the **gadget** is a mobile phone or in respect of a laptop/tablet where user history is available)."*

Proof of usage is defined in the policy as *"...evidence that shows the gadget has been in use since policy inception and up to the event giving rise to the claim..."*

AmTrust has said it needs the password to establish the full extent of the damage to the device. Mr L feels strongly this isn't necessary to repair his laptop or establish the fault. I've taken into account Mr L's spoken to people with knowledge of this area who agree the password isn't necessary.

But AmTrust isn't asking for this information only for the purposes of repair or analysing the extent of the fault. It's asking for the proof of usage to establish when the fault occurred. This is so it can understand whether the event is covered under the policy – taking into account when the period of cover started. Mr L has privacy concerns but I'm persuaded that contractually AmTrust can ask Mr L for the password, and that it's fair and reasonable in all the circumstances. It's a fundamental part of AmTrust establishing whether the claim is covered under the policy.

I'm satisfied it's reasonable for AmTrust to decline the claim. And having looked at the correspondence between Mr L and AmTrust, I'm not persuaded it has been aggressive or unreasonable in its requests. So I don't think AmTrust has done anything wrong.

If Mr L provides the correct password to AmTrust it will then have the opportunity to assess the fault, and whether it is or isn't covered by the policy. It's up to Mr L to decide whether he wants to provide that to AmTrust.

my final decision

For these reasons I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 October 2018.

Jack Baldry
ombudsman