

The complaint

Miss C complains that the information about a device on her gadget insurance policy was recorded incorrectly by Assurant General Insurance Limited and this meant the cover was invalid.

What happened

Miss C took out a gadget insurance policy for a laptop. Some time later she added a second laptop to the policy. She later found out that the details recorded on the policy were wrong, as the person she spoke to had not recorded the correct serial number for one of the laptops.

Miss C was concerned this meant her policy wasn't valid and she complained to Assurant. She said her premiums for the laptop that wasn't covered should be refunded to her.

Assurant said the serial number had not been noted correctly, but that wouldn't have made the insurance invalid; if she had made a claim, the claims process would have involved checking the details of the laptop and provided she gave proof of ownership, the claim would have been covered.

Miss C wasn't happy with this and referred the complaint to this Service but our investigator didn't think it should be upheld. She said there was nothing in the policy terms that meant Miss C would not have been able to make a claim if she needed to, and the fact Assurant hadn't noted the details correctly didn't mean the policy was invalid.

Miss C disagrees and has requested an ombudsman's decision. She says while the investigator said there was no evidence Assurant would not pay out on the policy, equally there's nothing in the policy confirming it would honour the policy if the information was incorrect.

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.

The policy terms say the policy only covers the gadgets detailed on the schedule. The information recorded for the policy shows Miss C had two laptops insured. The serial number for one of them was incorrect but that doesn't change the fact there were two laptops noted on the policy. She had cover for (and was paying premiums for) both laptops.

There was an error when the information was noted on file. But that doesn't mean the policy was invalid. It was simply an administrative error, which could easily have been corrected at any time by getting the correct serial number from Miss C.

If Miss C had needed to claim, the claims process set out in the policy terms would have involved her confirming the details of the laptop. So the details could have been updated then. Since she hasn't made a claim the issue never arose.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 21 March 2024.

Peter Whiteley
Ombudsman