

The complaint

Mr H complains that Assurant General Insurance Limited closed a claim for his mobile phone to be repaired when he accidentally dropped it and it was damaged.

What happened

Mr H has cover for his mobile phone with Assurant through a policy linked to his bank account. Mr H cancelled the part of his bank account his policy was linked to on 9 June 2022 and then reactivated this on 13 July 2022. So between these dates he didn't have cover for his phone with Assurant. Mr H has told us he did this due to an anticipated change in his circumstances, which in the end didn't occur.

On 21 July 2022 Mr H contacted Assurant to make a claim as he said he'd dropped and damaged his phone. As this claim was made only nine days after his policy had been reactivated Assurant asked Mr H for evidence that the phone was in full working order when the damage occurred.

Mr H told them that his phone didn't have a SIM card as he only used it for photographs and storage. So while he could provide them with proof of purchase, he couldn't provide the proof of usage Assurant had requested. Because of this Assurant closed Mr H's claim.

Mr H complained to Assurant about his claim being closed. They didn't uphold his complaint as they said he hadn't provided all the information they'd requested. They said that as they couldn't confirm the phone was in full working order when his policy was reinstated, they couldn't consider his claim. And they referred him to his policy which says *'You may be asked to complete a claim form or provide additional information in order to progress your claim. This could be documentation from your network showing that the mobile phone was last being used by you.'*

Mr H wasn't happy with Assurant's response and complained to our service. Our investigator considered the case and recommended that the complaint be upheld. She said the terms and conditions of Mr H's policy didn't require him to provide proof that the phone was being used. So she said Assurant should reassess the claim in line with the remaining policy terms and conditions.

Mr H responded to our investigator's opinion saying that he'd had the phone repaired under another policy, so he didn't need Assurant to repair it. But he wanted them to compensate him for closing his claim when they shouldn't have.

Our investigator considered what Mr H had said and recommended that Assurant pay him £100 compensation, rather than reassessing his claim. Assurant didn't accept our investigator's updated opinion as they said Mr H needed to show the damage to his phone had occurred as he'd claimed. And he hadn't done this as he'd not provided evidence that the phone was in good, working order when he made his claim.

The case has now come to me for a decision.

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.

Mr H had cover for his phone on the date he says it was dropped and damaged. But because his cover lapsed, and was then reinstated, Assurant wanted information to confirm the phone was in good, working order, which they say Mr H couldn't provide.

Mr H has told us that because of an expected change to his circumstances he closed the bank account his policy was linked to, as he wasn't going to need the benefits attached to the account. But he then found out quite quickly that things weren't going to change, and he reinstated his account. While it may be unusual for circumstances to change so quickly, it seems a reasonable explanation of why Mr H's policy was cancelled and then reinstated.

The policy says that Mr H is covered for '*loss, theft, damage and breakdown*'. And that he didn't need to register his mobile phone for it to be insured. If he needed to make a claim the policy says he can provide details of the make, model, IMEI number, memory size (if applicable), colour (where applicable) and telephone number.

The policy goes on to say that Assurant will need to validate any claims by checking the mobile phone belongs to him. And that to do this they will require some form of proof of ownership, that confirms the make, model, IMEI and memory size (if applicable). It's said this can be documentation from a network provider, such as the original contract documentation, a document showing the phone is being used on their network, or a purchase receipt. And if proof of ownership can't be provided the claim may be declined.

Under the section in the policy 'How to make a claim' it says that if a claim is made Assurant will tell the policyholder what information they need to assess the claim. And this '*could*' be documentation from your network showing that the phone was '*last being used by you*'.

The wording of this suggests to me that if Assurant requested information from Mr H's network, it was to show he was using the phone, rather than someone else, not that it was in good, working order. There's no reference in the policy to proving that the phone was in good, working order, and clearly it wasn't, or it wouldn't have needed to be repaired.

Mr H has told us that he was able to provide proof of ownership, and I think Assurant should at least have considered this before closing his claim. And had the phone been sent to Assurant then could have checked the condition it was in, but as they closed Mr H's claim it was never sent to them.

The Insurance Conduct of Business Sourcebook (ICOBS) sets out guidance for insurers for handling claims. It says that an insurer must 8.1.1 (1) handle claims promptly and fairly and 8.1.1 (3) not unreasonably reject a claim.

I'm not persuaded that Assurant handled Mr H's claim fairly as they requested evidence from him that his policy didn't say would be required. And although they didn't reject his claim, they closed it when he couldn't provide the evidence of usage they'd requested.

Mr H has told us he's made a successful claim under another policy, so he doesn't need Assurant to repair his phone. But I think that as a result of them closing his claim he's suffered distress and inconvenience which he should be compensated for. And taking everything into account I think the correct level of compensation is £100.

My final decision

For the reasons set out above my final decision is that I uphold Mr H's complaint about Assurant General Insurance Limited.

And to put things right I require them to pay him £100 compensation for the distress and inconvenience he's suffered as a result of them closing his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 13 January 2023.

Patricia O'Leary
Ombudsman