

## **The complaint**

Mr S complains about Assurant General Insurance Limited (Assurant), regarding a claim under his mobile phone insurance policy for the loss of his phone.

Assurant uses agents to administer and provide services under the policy, as well as to deal with claims and complaints. Reference to Assurant in this decision includes those agents.

This decision covers the mobile phone insurance policy underwritten by Assurant. The policy is designed to cover a phone purchased from the network provider and not already covered by another insurance policy, against loss, theft, damage and breakdown (including faults). The decision doesn't cover the network provider of Mr S's phone.

## **What happened**

In September 2023 Mr S contacted Assurant to report the loss of his phone and make a claim. Assurant logged the claim and referred it to their claims assessment team for further investigation. Mr S discussed the claim with Assurant's assessing agent, following which Assurant declined the claim and cancelled his policy on the grounds Mr S provided them with false and misleading information about the claim and the loss of his phone.

Unhappy at the decline of his claim and the grounds on which Assurant had declined the claim, Mr S complained to them.

Assurant didn't uphold the complaint, saying they'd correctly declined the claim against the policy terms and conditions. They said that in discussion between Mr S and the assessing agent, Mr S confirmed he'd bought a replacement SIM card for the one lost with his phone after he returned to the UK, having been abroad. Assurant added that Mr S confirmed this several times during the call.

Assurant went on to say they'd performed checks with the network providers, which showed the replacement SIM card was used with the phone Mr S reported as lost, after the date he said it was lost. Assurant said this showed Mr S hadn't provide accurate information, so they declined his claim and cancelled his policy. Assurant referred to policy terms and conditions requiring a policyholder to take reasonable care to answer all questions asked honestly and to the best of their knowledge when a claim was submitted. If false or inaccurate information was provided and fraud was identified, Assurant could reject a claim and cancel a policy.

Mr S then complained to this Service as he wasn't happy with Assurant's response to his complaint. He thought the SIM may have been taken from where he lived, which was a shared property. And he had a number of SIM cards for use in different countries. He wanted Assurant to reconsider their decision.

Our investigator didn't uphold the complaint, concluding Assurant didn't need to take any action. She thought Assurant had information indicating the phone and SIM card were used after the date Mr S said his phone was lost, but Mr S said he bought the SIM to replace the one lost with his phone. While Mr S thought someone he knew may have used the SIM card, it was used in the phone Mr S reported as being lost. This raised concerns with Assurant,

and it was reasonable for them to investigate the claim and decline it on the grounds they'd cited in their decision and final response. The investigator also thought, from recordings of the call with Mr S, they'd explained clearly to Mr S the reasons for their decision.

Mr S disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He said he'd provided information about his claim and the circumstances to Assurant to the best of his knowledge and he felt he'd been penalised unfairly.

### **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.

My role here is to decide whether Assurant have acted fairly towards Mr S. In doing so, I've borne in mind what Mr S has told us about his situation and the impact of what happened has had on his mental health and wellbeing.

The key issue in Mr S's complaint is whether Assurant acted fairly in concluding Mr S provided false and inaccurate information, leading them to decline his claim and cancel his policy as this indicated fraud on the part of Mr S.

In considering the complaint, I've carefully considered the views of both Mr S and Assurant, together with the supporting information and evidence they've provided. This includes listening to the recordings of the call between Mr S and Assurant.

Looking at what happened, the key is that Assurant obtained evidence from the network providers to show the phone Mr S said was lost, was subsequently used with a SIM card Mr S said he'd bought to replace the one lost with his phone, after the date Mr S said the phone was lost. The conclusion drawn by Assurant is that if Mr S bought the SIM card to replace the one lost with his phone, that's inconsistent with the replacement SIM card being used with the phone after the date Mr S said his phone was lost.

Thinking about this, I'm persuaded it was reasonable for Assurant to conclude Mr S hadn't given them accurate information about the circumstances of the loss of his phone and its subsequent use with the SIM card he said he'd bought after the loss of his phone.

Listening to the calls between Mr S and Assurant, the call handler makes the position clear after having confirmed the sequence of events and relevant dates with Mr S about when he found the phone had been lost, the date he replaced the SIM card and – from the network provider – the subsequent dates the lost phone was used with the SIM card. Given this, Assurant concluded the phone was still in Mr S's possession and used with the SIM card.

I've then looked at the policy. Assurant refer to the following terms and conditions (under a heading of *Fraud*) in their final response:

*"...It is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim.*

*If false or inaccurate information is provided and fraud is identified then we may:*

- *Reject the claim and we may cancel your policy..."*

Given my conclusion Assurant acted reasonably in concluding Mr S gave them inaccurate information, then I've concluded they also acted in line with the above policy terms and conditions in rejecting the claim and cancelling the policy.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 February 2024.

Paul King  
**Ombudsman**