

The complaint

Miss S is unhappy Astrenska Insurance Limited turned down a claim she made on her mobile phone insurance policy.

What happened

In May 2023 Miss S called Astrenska to make a claim on her policy as her iPhone 14 had been stolen. She said that happened when she was taking it to an Apple store for help in setting it up.

Astrenska initially questioned whether the phone Miss S claimed for was the one actually insured on her policy. But it turned down the claim because it said it was a requirement of the policy that a phone was fitted with an active SIM card and proof of usage was provided. In this case Miss S said when she made her claim the phone didn't have a SIM in it. And she hadn't been able to provide proof of usage of this phone from her network provider.

Our investigator agreed the policy required proof of usage to be provided and didn't cover a claim where a phone hadn't been fitted with a functioning SIM. In this case Miss S had now disputed whether her phone had a SIM in it but she hadn't been able to provide proof of usage. He didn't think it was unfair of Astrenska to turn down the claim as a result. And he thought it acted reasonably in cancelling the policy (and offering a refund of premiums) to ensure Miss S didn't pay for cover she wouldn't be able to make use of

Miss S didn't agree. She said her phone had been stolen and she'd provided a crime reference number. And she drew attention to how stressful she'd found the claims experience with Astrenska. So I need to reach a final 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.

I appreciate when contacting Astrenska to claim for the loss of her iPhone 14 Miss S also claimed for accidental damage to her daughter's iPhone 13. I know she's unhappy with the handling of that claim. However, as our investigator has said, as part of this complaint we're only considering the claim she made for the theft of her own iPhone 14. And in relation to that the relevant rules and industry guidelines say Astrenska has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at the terms and conditions of Miss S's policy. This does cover theft and says *"we will replace your mobile phone if it is stolen"*. The policy defines mobile phone as *"Your handheld portable mobile telephone or smartphone identified on your certificate schedule"*,

It also explains *"This policy only provides mobile phone cover where your mobile phone is fitted with an active functioning SIM"*. The policy says it doesn't cover *"any claim where proof of usage is not provided"*. And it defines that as *"Evidence from your network provider showing your mobile phone has been in use since the policy was purchased and up to the event giving rise to the claim"*.

In this case I can see there was some initial confusion over which phone Miss S was claiming for as the paperwork she provided in support of her loss claim related to her daughter's iPhone 13. But she subsequently provided evidence in support of this claim including information about the blacklisting of a lost iPhone 14 from her network provider. That referenced an IMEI number ending 8250. However, that's a different IMEI number to one listed on her policy schedule for the iPhone 14 she had insured. So it's not clear to me the phone which was stolen is one her policy covered at all.

In any case the policy also requires the claimed phone to be fitted with an active functioning SIM and for proof of usage of it to be provided. In answer to questions Astrenska asked Miss S she said *"there was no SIM card in the device at the time as it was still in my blue phone"*. I appreciate Miss S subsequently suggested the lost device did have a SIM in it but even if that's correct it doesn't appear she's been able to provide proof of usage from her network provider.

Miss S has been able to provide a crime reference number but that isn't the only policy requirement for a theft claim to be paid. I'm satisfied those terms haven't been met in this case and I don't think Astrenska acted unfairly in turning down the claim Miss S made. And while I appreciate Miss S has found this a stressful experience, I think the questions Astrenska asked were reasonable and relevant to its decision on her claim. I don't think it's done anything wrong here.

Miss S is also unhappy Astrenska cancelled the cover she had in place. I understand it did that to prevent her paying premiums for a policy she couldn't claim on. But if the policy in fact covered the iPhone 14 Miss S still had she would have been able to make a claim for any issues arising with that phone. In any event I can see when she raised concerns about this with Astrenska it reinstated cover. I don't think it needs to do anything further.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 1 May 2024.

James Park
Ombudsman