

## **The complaint**

Mr M complains that Starr International (Europe) Limited unfairly declined a claim he made under his mobile phone insurance policy.

Starr is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Starr has accepted it is accountable for the actions of the agents, in my decision, any reference to Starr includes the actions of the agents.

## **What happened**

In mid-2023, Mr M made a claim under his mobile phone insurance policy with Starr after his mobile phone was stolen while he was playing in a cricket match.

Starr asked Mr M for some further information relating to the circumstances of the loss. After Mr M provided some further details, Starr told him it couldn't progress with his claim.

Mr M raised a complaint, but Starr maintained its position. It referred to a policy exclusion which said the device wasn't covered if it was left unattended. It said it had issued a refund of £199 for the excess fee payment.

Mr M remained unhappy and asked our service to consider the matter. Starr told us it felt justified in applying the policy exclusion in the circumstances. But it said it would like to offer Mr M £100 in recognition of a three month delay in informing Mr M of the exclusion in his policy that resulted in his denied claim.

Our investigator asked Mr M if he wanted to accept Starr's offer, but he said he would like his complaint to be investigated.

Our investigator looked into Mr M's concerns and thought it was fair for Starr to decline his claim. She also thought its offer of £100 was fair compensation for the delay in dealing with his claim.

Mr M disagreed with our investigator's outcome. He didn't think it was fair for Starr to decline his claim. He said it wasn't possible for him to keep his phone with him while he was playing cricket. He said he would like his premiums refunded if the claim was not accepted. Mr M said he hadn't received the refund of the £199 policy excess Starr said it would pay in its final response to his complaint. So, the complaint has been passed to me to decide.

## **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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

In declining Mr M's claim Starr has relied on the following policy exclusion:

*“In respect of the full cover insurance package only, your insured item is not covered for: ...*

*theft or loss as a result of the insured item intentionally being left unattended in plain sight, or intentionally left unlocked in vehicles, in public premises or public places.”*

Mr M says he left his phone in his bag in the dressing room which was about 50 to 60 meters from the cricket ground, while he played in the match. He says he checked his bag about two hours after he left it, and the phone was missing.

Starr says that after it asked for further information, Mr M told it that the changing room was upstairs and there were no lockers available to lock his bag away securely. The changing room was not locked and could be accessed by the general public, team players and members of the club.

Starr has shared screenshots of group chat messages Mr M had provided in support of his claim. One of these says the club had made the decision to start using a valuables bag or lock the changing room following a mass theft of phones and wallets the day before. It looks like this message was sent after Mr M's phone was stolen and appears to confirm that the changing room was unlocked when the theft occurred.

I appreciate Mr M feels he had no other option but to leave his phone in the changing room while he was playing cricket. But it seems from the above that it was left in an unlocked room which could be accessed by members of the public. And Starr has commented that this had exposed it to an unreasonable risk by leaving the device unattended for an extended length of time in a publicly accessible location. So, I don't think it was unfair for Starr to decline Mr M's claim on the basis that his phone was left unattended.

Starr has acknowledged some poor service in dealing with Mr M's claim, such as repeatedly asking him for information he'd already shown that he couldn't provide. It's also acknowledged a three month delay in concluding the claim. However, I think the £100 it offered after Mr M brought his complaint to our service reasonably recognises the distress and inconvenience Mr M experienced as a result of Starr's poor service.

Mr M says he hasn't received the £199 policy excess refund Starr said it had issued in its final response letter of 6 October 2023. Our investigator asked Starr if it could provide evidence of the refund, but it hasn't responded to her request. So, it should also issue this refund if it hasn't already done so.

### **Putting things right**

Starr should pay Mr M its offer of £100 for distress and inconvenience. It should also refund the £199 policy excess if it hasn't already done so.

### **My final decision**

For the reasons I've explained, I uphold Mr M's complaint and direct Starr International (Europe) Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 April 2024.

Anne Muscroft  
**Ombudsman**