

The complaint

Mr L complains that Astrenska Insurance Limited (trading as Collinson Insurance) unfairly declined a claim he made under his gadget insurance policy.

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

What happened

Mr L held a gadget insurance policy with Astrenska that provided cover for three mobile phones. In July 2023, Mr L made a claim under the policy because one of the phones was lost. He said it was somewhere in his house, but he couldn't find it.

Astrenska declined Mr L's claim, referring to exclusions set out in the policy's terms and conditions. Mr L raised a complaint, but Astrenksa maintained its position. So, Mr L asked our service to consider the matter.

Mr L said he was also unhappy about the customer service he'd received from Astrenska and its failure to make reasonable adjustments to accommodate his disability. He also raised concerns that Astrenska had previously sent him information by unencrypted email. He believed it had breached General Data Protection Regulation (GDPR). He was also unhappy with the customer service he'd received from Astrenska, including how he was spoken to over the phone when he raised his complaint.

Our investigator didn't think Mr L's complaint should be upheld. He didn't think Astrenska's decision to decline his claim was unfair. He said there was no evidence that Mr L had suffered detriment from Astrenska sharing information with a third party without his consent. He wasn't persuaded Astrenska had failed to provide reasonable adjustments that had been requested by Mr L. And he didn't agree that Astrenska's staff member was rude or uncooperative over the phone.

Mr L disagreed with our investigator's outcome. He thought Astrenska's decision to decline his claim was unfair and he was unhappy with how he'd been treated.

While his complaint was waiting for an ombudsman's decision, Mr L informed our investigator he had found his phone and had also let Astrenska know this. But he still felt his claim had been mishandled.

As Mr L disagrees with our investigator's outcome, his 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 decided not to uphold Mr L's complaint I'll explain why.

I've considered everything Mr L has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr L I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

Mr L has made reference to the Consumer Duty in his complaint to us. The Consumer Duty came into effect on 31 July 2023, which was after his claim was declined and it isn't retrospective. So, I've considered Mr L's complaint in line with the rules and standards that were in place at the time, along with what is fair and reasonable.

Decline of claim

Astrenska has relied on the following policy exclusions to decline Mr L's claim:

- *“any claim where the circumstances cannot be clearly identified i.e. where you are unable to confirm the date and time of the occurrence.*
- *Any loss or accidental damage where your gadget(s) is not fitted with an active functioning SIM or where your network provider cannot verify the gadget(s) has been in active use since the inception of the policy and up to the event giving rise to the claim.*
- *any claim where proof of usage cannot be provided or evidenced and must show the IMEI/serial number of the gadget(s) on cover (only applicable where user history is available for your gadget(s))”*

Mr L has provided a recording of the telephone conversation he had with Astrenska when he first notified it that the phone was lost. He said the phone which was used by his dad had gone missing. His dad had been in hospital, but the phone had never left the house. It wasn't registered with a network provider and the phone didn't have a SIM in it. He also said he didn't know the date the phone was lost.

The call handler told Mr L he didn't think the claim would be covered and referred to the policy's terms and conditions.

Mr L said he'd left the network provider the phone had previously been registered with due to a dispute with it. He asked the call handler if Astrenska could add the phone to the lost database and he said it couldn't. It would need to be done by a network provider. Mr L said the manufacturer of the phone would be able to block the phone and the call handler suggested he provide a screenshot to show this.

Mr L submitted his claim form a couple of weeks after this call and provided a number of documents to support his claim. This included evidence that making payments from the phone had been blocked and the network provider he'd purchased the phone from had blacklisted it for him.

Astrenska asked Mr L to confirm if there was an active functioning SIM in the device before it was lost. It also asked him to contact his network provider to request a proof of usage document to confirm the first and last date of use.

As Mr L wasn't able to provide information regarding the phone's usage and had advised that he did not have an active SIM in the device, it declined the claim.

I understand that Mr L wasn't able to provide information to show when the phone was last used because of a dispute with his most recent network provider. He says he did everything he could to block the device from being used.

I appreciate Mr L feels it was unfair for Astrenska to decline his claim. However, when he raised the claim, Mr L said he didn't know when the phone was lost. The phone was no longer registered with a network provider and there wasn't a SIM in it. The phone was used with only a WI-FI connection. This meant that Astrenska was unable to validate his claim. So, I think Astrenska's decision to decline Mr L's claim was fair and reasonable, and it did so in line with the policy's terms and conditions.

Reasonable adjustments

Mr L has complained that Astrenska failed to make reasonable adjustments for him. In other words, it has failed its duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr L wants a decision that Astrenska has breached the Equality Act 2010, then he would need to go to Court.

The policy's terms and conditions set out its claims procedure. The policyholder is required to advise Astrenska of the loss or theft of a gadget by phone or email. It will then provide them with a password protected link to its claim form portal. The policyholder needs to complete the claim form and all details and evidence required within 30 days of the incident date.

When Mr L phoned Astrenska to make his claim, he mentioned having a disability. He said he had problems with his hands and couldn't fill in a claims form if this was sent to him. He said it would be a lot easier if the call handler could fill in the form for him.

The call handler said he wouldn't be able to do this for Mr L and offered to send out a manual claim form. Mr L said there was an issue with his post getting stolen and he was worried about information being sent out to him by unencrypted email because Astrenska had done this in the past. He said people had tried to hack his emails and he'd had his identity stolen before. Mr L then asked if he could log his claim online.

The call handler said it was an online claim form. He would send a link and Astrenska would be automatically notified when the form was completed. Mr L wouldn't have to send anything back.

Mr L was emailed a link and he submitted his claim online a couple of weeks later.

I understand Mr L was undergoing some medical treatment that affected his ability to write as well as having a permanent issue with his right hand. I think it would have been helpful if Astrenska could have completed his claim form for him over the phone. However, after Astrenska said it couldn't do this, Mr L asked if he could complete the form online and he seemed happy to do so. So, I don't think it would be fair to say that Astrenska should have made any adjustments to accommodate Mr L's disability.

Other concerns

Mr L also raised concerns that the intermediary who was dealing with his claim on behalf of Astrenska was showing the incorrect FCA number on its emails. After Mr L raised this with the intermediary, one of its directors said the number he had reference was the company registration number. I've checked this and this is correct.

I appreciate Mr L feels the intermediary had provided misleading information, but I'm not persuaded this has caused him any detriment.

Mr L has also complained that Astrenska sent him information by unencrypted email. This seems to have been at some point prior to the claim. I understand that Mr L is very concerned about his emails being hacked because this has happened to him in the past. However, I haven't seen evidence to show that Astrenska breached GDPR or that Mr L has been impacted by it not keeping his data secure.

I understand Mr L was unhappy with how he was spoken to by the member of staff who logged his complaint. It's clear from the call that Mr L was frustrated with Astrenska's decision to reject his claim. He wanted to speak to one of the managers or directors. The call handler wasn't able to get hold of them. There was some discussion about the reasons the claim was declined. Mr L raised some other concerns and the call handler said he'd need to raise a formal complaint. Mr L repeated his concerns and expressed his frustration. The call handler said he would raise a complaint for him. Eventually the call handler terminated the call and has noted this was because Mr L continued to speak over him.

I think the call handler should have warned Mr L before he terminated the call. However, I don't agree that he was unhelpful or rude. He sounded calm and polite throughout the call and showed he was willing to log Mr L's complaint for him. The conversation had become unproductive, and it seemed that the call handler was having difficulty bringing it to a conclusion as Mr L continued to repeat his concerns. Mr L has told us he was called back after the call was terminated.

Mr L has also raised some concerns that the policy was mis-sold to him. However, this wasn't part of his complaint to the business so I'm unable to consider this matter in my decision.

I'm pleased to hear that Mr L has managed to find the missing phone. I appreciate he still feels his claim was mishandled, but having carefully considered his concerns, I'm not persuaded that Astrenska has treated him unfairly. So, while I understand my answer will be disappointing for Mr L, I haven't found reason to uphold his complaint.

My final decision

For the reasons I've explained, I don't uphold Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 27 May 2024.

Anne Muscroft
Ombudsman