

## **The complaint**

X has complained that Assurant General Insurance Limited (Assurant) has rejected his claim for a lost mobile phone.

References to Assurant include its agents and claims administrators.

## **What happened**

X says he lost his mobile phone at around 07:00am on 1 May 2024. He reported this to his bank through whom he had mobile phone insurance with Assurant. Assurant asked for proof of X's usage of the phone. X obtained a letter from his phone's service provider. This confirmed that X reported the loss of his phone on 1 May at 07:51 and that the SIM was last used at 07:52 on 1 May. It blocked/blacklisted X's phone. X contacted Assurant to make a claim at 10:12am on 1 May.

Assurant investigated X's complaint. Its claims investigation team contacted X's service provider and asked for usage tracks for the phone. Having received these, it says that these confirmed that the phone had never been used with X's SIM as X had stated.

This conflicted with the information provided by X's service provider for the day of loss when it confirmed that the phone had been used with the SIM number provided by X.

Assurant rejected X's claim on 9 May on the ground that X had provided it with misleading information in that the SIM which X had said was used regularly for calls, texts, and data, had never been used inside the phone with the IMEI number which X was claiming for. It said that it had assessed his claim in line with his policy terms and conditions, specifically:

"If false or inaccurate information is provided and fraud is identified then we will:

- Reject the claim and we may cancel your policy. If an excess has been paid this will be returned."

X wasn't satisfied with Assurant's rejection of his claim and brought his complaint to this service.

Our investigator's view was that the usage data provided by X's service provider which Assurant relied upon for its rejection of X's claim was limited in detail and didn't clearly demonstrate that the SIM was never used in X's phone. X had provided evidence that the phone number was used in the phone he reported lost prior to the loss.

He considered that it was unfair for Assurant to require X to provide further evidence of usage when he'd already provided evidence of usage from his service provider. He didn't consider that Assurant had done enough to validate X's claim and hadn't followed the requirements on an insurer set out in Rule 8.1 of Insurance Conduct of Business Sourcebook. As a result, X had suffered distress and inconvenience in having his claim denied, leaving him without a phone but having to continue to pay for his missing phone. His view was that Assurant should settle X's claim with compensation for his distress and inconvenience.

Assurant didn't agree with our investigator's assessment. It said that it attempted to validate the information provided by X with his service provider, and when new information was provided (in the form of the usage tracks), there was a difference between the information it had and the new information it received. It says it made its decision to reject his claim on the basis of the information provided by X's service provider and it is for X to clarify through his service provider why it has provided conflicting information.

Subsequent to our investigator's view, X provided a screenshot which read:

*"Hi [A], it's Angel here from the phone. If Assurant approves your lost or stolen phone by 1pm, they may be able to replace your phone on the same day."*

It went on to provide a number X could call to sort the matter out. This message was timed at 07:47 but there is no date. X has said this message was sent on 23 July 2024 to his friend's phone.

As Assurant didn't agree with our investigator's view, X's complaint was referred to me as an ombudsman for a final decision from this service.

I issued a provisional decision as my initial view differed from that of our investigator. There were two areas where I considered that clarification was necessary – what the usage tracks obtained by Assurant evidenced, and when and how X received the text message from "Angel".

I said that I would be assisted by clarification from X's service provider as to usage of X's phone prior to the date of reported loss and in what way the usage tracks it had provided supported its assertion that the SIM was never used in the phone with the IMEI claimed for. I said I would also be assisted by information from Assurant as to when, and if so, how, it sent X the text message he received from "Angel" on 23 July as he maintains, or evidence from X as to when and how he received this message.

In response to my provisional decision X confirmed how he received the message from "Angel". I also received further information from Assurant. This purported to clarify the information it had received from X's service provider. It showed the result of a request to X's service provider for details of usage of X's phone and SIM from 1 May 2024 to 6 May 2024.

Having received this further information from Assurant and X, I am now issuing my 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.

Having done so, I'm upholding X's complaint and I'll explain why.

I've considered the evidence upon which Assurant relies to reject X's claim, specifically the usage tracks provided by X's service provider. It says these evidence that the mobile number provided by X had never been used inside the phone with the IMEI number claimed for which contradicts statements X made.

Although Assurant provided further information in the form of a fuller spreadsheet of usage by X and numerous other customers, in my opinion this doesn't provide sufficient clarification. It is said to show no usage by X's SIM in the phone with the IMEI he was claiming for between 1 and 6 May 2024.

It still isn't clear to me on what basis this is evidence that X's phone and SIM were never used together. In fact, it appears to me to show the contrary in that it contains two records of calls made from the IMEI claimed for together with X's SIM after X had purchased the phone. Further, it's not clear what assistance is provided by usage information being requested for the period 1 – 6 May 2024 as X says he lost the phone on 1 May 2024.

I consider that the screenshot X has provided from the phone with the IMEI being claimed for which also shows X's phone number is evidence that the phone and SIM were used together.

Turning to my query about the text from "Angel", X has said it was received after he'd contacted his bank about his claim on 23 July 2024 and was sent to his friend's phone. Assurant has now said that X's complaint was logged at 10:12 on 1 May 2024, so the message wouldn't have been sent at 07:47 on 1 May 2024 as Assurant wasn't aware of X's claim at that time. It hasn't said when this message was sent, and it hasn't been able to trace which number or phone it was sent to.

I have the information from X's service provider that on 1 May at 07:42 data was used on the phone that X had reported lost at 07.41. X has said that he isn't sure whether the usage at 07.42 was by him or by someone who had found his phone. All this evidences is that the phone and SIM were used together at that time. It doesn't evidence by who.

My conclusion is that I'm not persuaded by Assurant's reasoning for declining X's claim. I consider that it hasn't provided sufficient evidence of a breach of a policy term for it to do so. It has therefore not acted fairly towards X. I'm requiring it to meet X's claim and to pay him compensation of £150 for the upset and inconvenience he has suffered by being without his own phone for a number of months.

### **My final decision**

For the reasons I've given above, I'm upholding X's complaint.

I require Assurant General Insurance Limited to settle X's claim and to pay him compensation of £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 7 November 2024.

Nigel Bremner  
**Ombudsman**