

The complaint

Mr S complains that Assurant General Insurance Limited trading as Vodafone Care is responsible for mishandling his claim on a mobile telephone insurance policy.

What happened

Mr S had a mobile phone insured on a policy under which Assurant was responsible for dealing with any claim.

Mr S reported to Assurant that he'd lost the phone on 23 June 2024. Assurant asked Mr S many questions including whether he'd had the sim card (number ending 2072) in the device at the time of the loss. Mr S said he had.

Assurant said that was incorrect information, so it was declining the claim.

Mr S complained to Assurant. He said he'd lost two mobile phones and was confused which number was in which phone.

By a final response dated 3 July 2024, Assurant turned down the complaint. Mr S asked us to investigate.

Our investigator recommended that the complaint should be upheld in part. He didn't think that Assurant acted fairly by relying on one detail and one condition to reject the claim. He thought that Mr S experienced some inconvenience and loss of expectation during this process. He recommended that Assurant should:

1. reconsider Mr S's claim in line with the rest of the policy terms and conditions; and
2. pay Mr S £50.00 compensation for the distress and inconvenience caused.

Assurant disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- Mr S incorrectly stated that the device had the advised SIM card in the handset at the time of the incident.
- Mr S also arranged for a friend to call the device, further supporting that they knew the number and SIM card that was in the handset at the time of the incident.
- It has provided ample opportunity to clarify the number and details used within the device.
- Mr S also advised on the call that they purchased a replacing SIM card.

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.

Assurant's policy terms included the following:

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

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

So – in order to rely on this term - Assurant would have to show not only that Mr S had provided false or inaccurate information but also that it had identified fraud.

From the call recording, I find that Mr S agreed that he had been using the sim card (number ending 2072) in the device when he lost it. From the evidence Assurant has provided, I find that Mr S had used that sim card in five different devices, but not in the phone he lost.

So he had provided false or inaccurate information. Mr S also said that a friend called that number.

However, I'm not satisfied that Assurant had identified fraud. Rather I consider that Assurant had identified carelessly incorrect information. So I find that Assurant treated Mr S unfairly by declining his claim in reliance on the policy term quoted above.

Putting things right

Assurant has other concerns about the claim. So I don't find it fair and reasonable to direct it to pay the claim without investigating those concerns. Rather I find it fair and reasonable to direct Assurant to reconsider the claim in line with the policy terms.

In my view, making a claim was bound to cause Mr S some inconvenience including the need to provide information. I can't avoid the conclusion that Mr S has brought trouble on himself by providing inaccurate information.

Nevertheless, I've found that Assurant declined the claim unfairly. And I don't doubt that this caused Mr S some extra distress and inconvenience. So I agree with the investigator that it's fair and reasonable to direct Assurant to pay Mr S £50.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Assurant General Insurance Limited trading as Vodafone Care to:

1. reconsider Mr S's claim in line with the policy terms; and
2. pay Mr S £50.00 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 December 2024.

Christopher Gilbert
Ombudsman