

## **The complaint**

Mrs H complains that Astrenska Insurance Limited (trading as Collinson Insurance) should meet her claim on a mobile phone insurance policy.

## **What happened**

On about 17 March 2024, Mrs H took out a policy to cover a mobile phone, including for theft. Astrenska was the insurance company that was responsible for dealing with any claim. Any claim was subject to an excess of £150.00.

Mrs H's son was using the phone at a school where he was a pupil.

Unfortunately, Mrs H reported on about 26 April 2024 that someone had stolen the phone.

Much of the complaint is about acts or omissions of administrators on behalf of Astrenska. Insofar as I hold Astrenska responsible for such acts or omissions, I may refer to them as acts or omissions of Astrenska.

Astrenska declined Mrs H's claim, saying that her son had left the phone unattended and hadn't taken reasonable precautions.

By 3 July 2024, Mrs H had complained to Astrenska that it should pay the claim.

By a final response dated 5 July 2024, Astrenska turned down the complaint. Mrs H brought the complaint to us without delay.

Our investigator recommended that the complaint should be upheld. He thought that Astrenska hadn't declined the claim fairly. He recommended that Astrenska should:

1. reconsider the claim in line with the remaining terms; and
2. pay Mrs H £100.00 compensation for the distress and inconvenience she suffered.

Mrs H accepted the investigator's opinion.

Astrenska disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint.

## **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.

The policy terms included the following:

### ***"General definitions***

Some words in this policy have specific meanings wherever they appear in bold italics in this Policy Document. and the **certificate schedule**.

...

**Reasonable Precautions**

**You** must not leave **your** property **unattended** if it is in a place where it is accessible to the general public. **We** will not pay any claims for property left **unattended** in publicly accessible places.

...

**Unattended**

Not within **your** sight at all times and out of **your** arms- length reach.

...

**PROTECTING YOUR MOBILE PHONE**

**You** must take all **reasonable precautions** to protect **your mobile phone** against **accidental damage, accidental loss, malicious damage and theft** and act as if **your mobile phone** were not insured. **You** must keep your mobile phone on **you** at all times and when **you** do leave **your mobile phone unattended**, **you** must keep **your mobile phone** out of sight and locked away

...

**What is covered?**

...

**THEFT** (Full Cover only)

If **you** selected the option to insure **your mobile phone** against **theft**, **we** will replace **your mobile phone** if it is stolen

**What is not covered?**

**We** will not cover the following:

...

4. Any claim where you have not taken **reasonable precautions** to protect your mobile phone.

...

**Duty of care**

**You** must take care to prevent any **accidental damage, malicious damage, accidental loss, or theft** and keep **your mobile phone** and/or accessories in accordance with the security requirements (as detailed in the **Protecting Your Mobile Phone** section of this Policy Document)."

I have added italics (including bold italics) above. Notwithstanding the opening words of the general definitions, those policy terms contain almost no readily identifiable "**bold italics**", save for the one capitalised word "**THEFT**".

Also, the definition of "**Reasonable Precautions**" is not just a definition, but also harbours an exclusion of any claims for property left "**unattended**" in publicly accessible places.

So I'm not satisfied with the clarity of the definitions quoted above. And I'm not satisfied that it would be fair for Astrenska to rely on the exclusion of theft of an unattended phone from a publicly accessible place.

In any event, I don't regard any school as a publicly accessible place. A school will generally only permit access by pupils, employees and expected visitors, not members of the general public.

Mrs H's son left his phone in a zipped bag in an outdoor space at a school with other bags that other pupils had left in the same place. While he was playing football out of sight of the bag, someone unzipped the bag and stole the phone.

I accept that the bag was unattended. However, I don't regard it as in a publicly accessible place. And in any event, I don't find it fair for Astrenska to rely on the exclusion of theft of an unattended phone from a publicly accessible place.

Further, I don't consider that Mrs H's son was very careless or reckless about where he left the phone.

So, I don't find that Astrenska treated Mrs H fairly by declining the claim on the grounds of lack of "**Reasonable Precautions**" or "**PROTECTING YOUR MOBILE PHONE**".

### **Putting things right**

To try to put things right, I will direct Astrenska to reconsider Mrs H's claim in line with the policy terms other than those relating to "**Reasonable Precautions**" or "**PROTECTING YOUR MOBILE PHONE**".

I've thought about directing that insofar as Astrenska pays the claim, it should pay interest at our usual rate, from a month after the date of the claim. However, I don't consider that would be fair and reasonable as the policy provides for replacement rather than for monetary payment.

I don't doubt that, by a decision that I've found unfair, Astrenska caused Mrs H extra distress and inconvenience at an already difficult time. That included the sense of unfairness and the inconvenience of having to contact Astrenska more times than should've been necessary. Its final response did nothing to put things right. I find it fair and reasonable to direct Astrenska to pay Mrs H £100.00 compensation 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 Astrenska Insurance Limited to:

1. reconsider Mrs H's claim in line with the policy terms other than those relating to "**Reasonable Precautions**" or "**PROTECTING YOUR MOBILE PHONE**"; and
2. pay Mrs H £100.00 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 6 January 2025.

Christopher Gilbert

**Ombudsman**