

## **The complaint**

Mr E complains about Assurant General Insurance Limited (Assurant), regarding a claim under his mobile phone insurance policy for the loss of his phone.

Assurant uses agents to administer and provide services under the policy, as well as to deal with claims and complaints. Reference to Assurant in this decision includes those agents.

Mr E's policy was provided as part of a packaged bank account, which came with a number of insurance policies. This decision covers Assurant as the insurer of the mobile phone insurance policy. It doesn't cover the bank providing the packaged account.

## **What happened**

Mr E had a mobile phone insurance policy with Assurant, covering loss, theft and damage or breakdown to his phone. In June 2024 Mr E placed his phone on the roof of his vehicle, which was lost when he then drove off without realising the phone was on the roof. He made a claim to Assurant for the loss of the phone. Assurant referred the claim for further investigation and requested various documents to support the claim.

Assurant then made Mr E aware that the 'find my phone' facility was still active and asked him to use the facility to place the phone into 'lost mode' and then send them the email confirming it had been done. However, Mr E mistakenly placed another phone into lost mode and said the 'find my phone' facility wasn't activated on the lost phone.

Assurant asked for confirmation of what Mr E had done, but he said he wasn't able to access his email to provide the evidence requested. Assurant said the phone Mr E said was lost was still active and to assess the claim further they still needed it to be put into lost mode, with a screenshot confirming this to be provided to them (or an email confirming it had been removed from Mr E's account).

Mr E said he hadn't set up the lost phone on his account so couldn't put it into lost mode. Assurant said that without the confirmations and information they'd requested, they would close the claim. Unhappy at Assurant's position, Mr E complained.

But Assurant didn't uphold the complaint, so Mr E then complained to this Service. He said Assurant had presumed he was lying about putting the wrong phone into lost mode, whereas it was a genuine mistake on his part. He'd been emotionally affected by what had happened and how he felt treated by Assurant. He wanted Assurant to accept his claim.

Our investigator didn't uphold the complaint, concluding Assurant didn't need to take any action. He thought Assurant had acted in line with the policy terms and conditions, closing the claim until further validation checks were satisfied. So, Assurant hadn't declined the claim, rather closed it pending evidence from Mr E the phone was in lost mode. This was usual in claims for lost mobile phones. The onus was on Mr E to prove evidence to support his claim, which he hadn't done. He thought Mr E needed to follow the steps Assurant had sent him in order to provide the necessary evidence (or evidence from the phone manufacturer why Mr E couldn't complete the steps).

Mr E disagreed with the investigator's view and requested that an ombudsman review the complaint. He said his phone had been reset by an unknown user. So, he wasn't able to carry out the steps requested by Assurant.

### **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.

My role here is to decide whether Assurant have acted fairly towards Mr E.

The key issue in Mr E's complaint is whether Assurant acted fairly in how they responded to his claim for the loss of his phone. Mr E says he mistakenly put the wrong phone into lost mode and that the phone he said was lost wasn't registered on his account. He also says the phone may have been reset and added to another user's account (which is possible even with security features enabled). Assurant say they need Mr E to provide the further evidence and information they've requested, and for him to carry out the steps they've outlined.

Looking at the sequence of events, I don't think Assurant's actions requested of Mr E are unreasonable, for them to validate his claim. While I accept Mr E may have made a mistake in turning on the lost mode of the wrong phone, the issue also appears to be his not adding the phone he says was lost to his account. So, he can't then turn on the lost mode. Assurant have provided evidence the phone is active, but Mr E says the phone may have been reset by another user and added to their account. Which is why he can't follow the detailed steps Assurant provided to give them the necessary evidence to enable them to validate the claim.

My role isn't to assess the technical validity of what Mr E has said, or the likelihood of it having happened. It's to assess the reasonableness of Assurant's actions. I've also noted Assurant haven't declined Mr E's claim, rather they've closed it pending further evidence and information they've requested. Looking at what they've requested, I've concluded the steps are reasonable.

Looking at the policy, under a section headed *What you are not covered for* and a sub heading *Loss, theft, damage or breakdown as a result of not taking care of your mobile phone* there is the following wording:

*"Taking care of your mobile phone means:*

- *Making reasonable enquiries to find your phone if you think you have lost it..."*

I think the term is reasonable and in line with what Assurant have requested from Mr E and the steps he should take. Mr E says the phone manufacturer has told him about the possible resetting of his phone and that he can't follow the steps set out by Assurant because the lost phone doesn't appear under his account. However, he hasn't provided any evidence to support these points, so I can't conclude they make Assurant's actions and requests unfair or unreasonable.

So, I've concluded Assurant have acted fairly and reasonably in the circumstances of this case. So, I won't be asking them to take any further action.

### **My final decision**

For the reasons set out above, it's my final decision not to uphold Mr E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or

reject my decision before 30 January 2025.

Paul King  
**Ombudsman**