

The complaint

Mr A has complained that Starr International (Europe) Limited has declined a claim he made under his gadget insurance policy.

All references to Starr International include its agents.

What happened

The background to this complaint is well known to the parties. Mr A was the subject of a robbery where his phone was stolen at knifepoint. In summary he reported the theft of his iphone to Starr International on 15 August 2024. He advised that he had contacted his mobile phone network provider to have the phone blacklisted. On 20 August 2024 he provided a crime reference number. Starr International requested some further information. Mr A felt that he had provided all the information and complained about the handling of his claim. When Starr International didn't uphold his complaint he referred it to this Service.

Our investigator didn't recommend that it be upheld; they didn't find that Mr A had complied with the policy terms. They noted that Starr International had confirmed that the claim would be accepted once the requested information was provided.

Mr A appealed.

As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly I'd like to reassure Mr A that while I've summarised the background to his complaint and his submissions, I've carefully considered all he's said and sent us. Within this decision though, I haven't commented on every point he's made, rather I've focused on what I consider to be the key issues. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

Starr International has a responsibility to handle claims promptly and fairly. And it shouldn't reject a claim unreasonably. So I've looked carefully at all the circumstances in order to see if it treated Mr A T fairly. Having done so and although I'm sorry to disappoint Mr A, I agree with the conclusions reached by the investigator. I'll explain why.

The policy terms form the basis of Mr A's insurance contract, so I've looked carefully to see what is required for a successful claim. The terms provide:

In the event of a theft or a loss, we will require, as soon as possible, a copy of the police report. The police report should contain, at minimum, an IMEI-number (if applicable), a description of the event and the date, time and location of the event. We may also check your account to confirm that you have reported this to Three and that your SIM card, where applicable, has been blocked.

And:

In respect of the full cover insurance package only, your insured item is not covered for:

(xiv) theft or loss if a police report has not been filed (this shall contain at minimum, if applicable, an IMEI-number, a description of the event and the date, time and site for the event);

(xv) theft or loss if you have not notified both the police and Three of the theft or loss and blocked the SIM card, if applicable and provided evidence of this.

Starr International requested further information and it appears that there was a technical issue with email receipt. Starr International asked Mr A to confirm his email addresses. It requested further information – including evidence of the phone being blocked by the network provider.

Mr A was unhappy with this as he said that he had already provided the information. I do appreciate how frustrating the claim process was for Mr A, but insurers are entitled to validate claims, this also accords with Mr A's policy terms. I haven't disregarded Mr A's submission that some of the requests were confusing and that he had already provided the information, but Starr International's search didn't show that the phone had been blocked. Accordingly, I don't find it was unfair to request that evidence.

In the circumstances I can't conclude that Starr International treated Mr A unfairly or contrary to his policy terms by requiring the information it did in order to validate his claim. This being so there is no basis for me to require Starr International to pay compensation to Mr A. I'm sorry my decision doesn't bring Mr A welcome news, but for the reasons given I don't uphold his complaint.

Mr A has raised another issue, about what he says he was told by Starr International, but this decision concerns only the complaint made to this Service in September 2024 following a final response dated 9 September 2024. However I note that Mr A did provide the missing information from the network provider to the investigator. This confirms the reported loss of a phone on 23 November 2024 which was blacklisted on 3 December 2024. The investigator forwarded it to Starr International for its consideration. Starr International confirmed it would reach out directly to Mr A regarding his claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 March 2025.

Lindsey Woloski
Ombudsman