

## The complaint

Mr M's complaint is about the handling of a claim under his mobile phone insurance policy with Assurant General Insurance Limited.

## What happened

On 26 October 2023, Mr M made a claim under his policy with Assurant after losing his phone on a ferry.

Assurant considered the claim and asked for proof of purchase and usage of the phone. Mr M provided a picture of the box and some other documents. However, Assurant said these did not prove his ownership and usage of the phone. In addition, Assurant says the phone had not been linked to Mr M's cloud account, so he could not provide evidence it had been put into "*lost mode*" and the phone was not shown as having been blocked by the network.

Mr M told Assurant he could not provide proof of purchase, as his partner had bought the phone as a gift for him and she was in hospital. Assurant said it could not therefore proceed with the claim.

In November 2023, Mr M made a complaint about the handling of the claim which was considered by this service. Assurant accepted there'd been some service issues and offered to waive the excess of £50. One of our Investigator recommended that the £50 should be paid to Mr M (rather than waiving the excess on the claim being successful) but agreed Assurant was entitled to the information requested.

In April 2024, Mr M provided a copy of a handwritten purchase receipt for the phone, dated 30 September 2023, with the purchaser's name crossed out. Mr M later provided an unredacted copy. He also provided a proof of usage from the network provider but this did not have Mr M's name on it, or the IMEI number of the phone, so Assurant said it still did not establish that Mr M was the owner of the phone. As his partner is not covered under the policy, Assurant said it still required further evidence.

Mr M raised a second complaint about the time taken to deal with the matter and delays and that his claim has still not been met. As Assurant did not change its mind about the claim, Mr M referred the matter to us.

One of our Investigators looked into the matter. He said that the policy terms stated that proof of purchase could include a till receipt or documentation from the airtime provider and Mr M has provided such evidence. He was also satisfied that Mr M had provided a reasonable explanation as to why the receipt for the phone was in his partner's name. The Investigator therefore recommended that Assurance reconsider the claim, subject to the remaining terms of the policy and pay £100 compensation for the trouble caused to Mr M by unreasonably rejecting his claim.

Assurant did not accept the Investigator's assessment. It says that while it accepts the receipt might be in Mr M's partner's name as it was gifted to him, it would expect the usage document to be in his name if he owned and used the phone. However, there is no name on the proof of usage provided by the airtime provider. Assurant says it has made a reasonable request for information to be able to validate the claim.

As the Investigator was unable to resolve the complaint, it was passed to me.

In the meantime, Mr M also provided copies of recent phone bills.

Having reviewed the complaint, I did not agree with the Investigator's assessment. I therefore issued a provisional decision on the matter in December 2024. I have copied the main parts of my provisional decision below:

"Mr M's policy provides cover for loss or theft of his phone. It is a principle of insurance law that it is for the claimant to establish, on the balance of probabilities, that they have a valid claim under a policy. This means in the context of this case that Mr M has to prove it is more likely than not that he owned and possessed the phone for which he is claiming as well as that he suffered a loss covered by the policy. There is also a specific term in the policy which reflect this, as follows:

*"Proof of ownership*

*We need to know that the mobile phone, SIM card and accessories you are claiming for are yours. Therefore you may need to provide some form of proof of ownership.*

*You will need to be able to tell us the make and model of your mobile phone. We may ask to see something that tells us that the items you are claiming for belong to you and confirms the make, model, memory size and IMEI number of your mobile phone."*

As with all such policy terms, we would expect Assurant to apply it reasonably and not just refuse a claim because a policyholder cannot comply with a technicality. So, for instance, if there were other convincing evidence of ownership or possession of the insured item and no other factors that might cast doubt on the claim, then it may not be reasonable for an insurer to insist on strict proof of usage.

Assurant has therefore made reasonable enquiries and is entitled to ask for the information about usage and ownership of the phone. I have to consider, taking account of all the other circumstances, whether it is reasonable for it to refuse the claim based on the evidence provided by Mr M.

With regard to the loss of the phone itself, as far as I am aware, this cannot be verified by any independent evidence, as it was lost and so there would be no independent witnesses or evidence of this. Mr M has provided copies of his ferry booking for 25 October 2023, which supports his claim but Assurant has essentially been asked to take Mr M's word that the phone was accidentally lost while on the ferry. Given this, it is important that there is nothing that might cast doubt on the claim. I have therefore considered carefully all the information Mr M has provided.

I have therefore considered carefully the other evidence provided. Mr M says his partner purchased the phone as a gift for him. He has provided a handwritten purchase receipt, dated 30 September 2023, with his partner's name and address on the receipt.

Mr M says he used the phone on a contract with his network and has provided proof of usage of the phone. He has provided a cover email addressed to him, but which does not have any details of the phone on it, and then a separate page which states that a SIM card number was used in the phone he is claiming for (it provides the make and model and IMEI number); and states that the phone was first used on the network on 1 October 2023 and most recently used on 25 October 2023.

The last usage is consistent with the date of the loss reported by Mr M.

Mr M has also provided some recent SIM only contract bills from his airtime provider. They are all dated after the date Mr M says he lost the phone however, so they do not establish his ownership and usage of the phone he is claiming for. And they do not show any details of the phone used with the SIM provided under that contract in any event.

However, they do state that the contract with the airtime provider started on 20 October 2023, which does not match the information on the proof of usage document Mr M provided, which says the phone he is claiming for was first used on the same network on 1 October 2023.

I do not therefore consider the proof of usage document provided is enough to establish that Mr M was the owner and user of the phone at the date of the reported loss.

In addition to this, the phone was not attached to Mr M's manufacturer's cloud account, which would allow him to trace the phone. Assurant says it is attached to a cloud account though.

Mr M has provided a transcript of an online chat with the manufacturer of the phone in which they confirm that if the phone was not linked to his cloud account, it could be restored and reset by someone else without the passcode or face ID and they could link it with their own cloud account.

Some people choose not to add their phone to a cloud account, but it does mean there is less evidence to support Mr M's claim. And I note the phone had also apparently not been blocked by the network, which would have happened if Mr M had reported it lost to them.

None of these issues on their own establish anything as regards the possession and usage of the phone, but they are all relevant to determining whether Assurant is acting reasonably in not meeting the claim.

Overall, having considered everything very carefully, I do not think there is enough evidence to persuade me that Assurant has acted unreasonably and I consider Assurant is entitled to further evidence before being required to meet the claim."

## **Responses to my provisional decision**

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

Mr M does not accept my provisional decision. Mr M says that the reason the bills show that his contract started on 20 October 2023 is because his previous airtime provider was taken over during this period and this is the date the billing changed to the new company. Mr M says he pays by direct debit on the sixth of every month and on 6 October 2023 his bank

statement shows the payment going to the previous company and then on 6 November 2023 shows it going to the new company.

Mr M also provided another email addressed to him from his network provider dated 8 January 2025, with an attached proof of usage. The proof of usage is separate and is the same proof of usage as previously provided, which states the phone was first used on the network on 1 October 2023 and most recently used on 25 October 2023.

### **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 evidence provided shows that the phone was first used on the network on 1 October 2023, the day after it was purchased; and it was last used on 25 October 2023. This tallies with the information provided by Mr M about the purchase and loss of the phone. However, it does not prove on its own that the phone belonged to and was used by Mr M, as the cover email which is the only part that contains Mr M's name is separate.

As stated in my provisional decision, the bills Mr M has provided show Mr M's contract with that network provider started on 20 October 2023. This is around three weeks after the date of the first usage on that network provided in the proof of usage document.

I have considered what Mr M has said about the reason for the contract start date and first usage date not matching. He says this is effectively because the billing with the new company started on 20 October 2023. I note the change of company and that Mr M was paying the new company from November 2023 onwards. However, I have not seen any convincing evidence that customers had to enter new contracts with the new company taking over the airtime provider, rather than their original contracts simply continuing. On the current evidence, it still appears to me that Mr M's airtime contract that he has shown bills for started later than the first usage of the insured phone. And Mr M has not been able to provide copies of any bills from October 2023 to show his usage of the insured phone at that time.

Given this, and the lack of any other evidence to support that the phone belonged to Mr M, (for example, the fact it was not linked to his cloud account) I am still not persuaded that the current evidence is enough for me to reasonably require Assurant to meet the claim.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 7 February 2025.

Harriet McCarthy  
**Ombudsman**