

The complaint

Mr G has complained about Assurant General Insurance Limited's refusal of a claim under his gadget insurance policy.

What happened

In July 2024, Mr G asked Assurant to meet a claim for theft of his mobile phone and smart watch. Mr G told Assurant that at around midnight, he had left his phone and watch on a table in a nightclub. Mr G said he and his friends had left the table to go to the dance floor and when he went back to the table, the phone and watch were missing. Assurant refused the claim on the basis that Mr G had not taken reasonable care of the insured items.

Mr G was unhappy with this so complained. Assurant did not change its position on the claim, so Mr G referred the matter to us. Mr G says this is unfair, as he had been drinking and taking drugs at the time, so was not able to control his actions and he cannot afford to replace the items.

One of our investigators looked into the matter. She didn't think it should be upheld, as she considered that Assurant was entitled to rely on the policy terms it had to refuse the claim.

Mr G doesn't accept the investigator's assessment, so the matter has been referred to me.

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.

Mr G's policy with Assurant covers accidental loss and theft of his devices. However, as with all such insurance policies, this is subject to various terms and conditions. The relevant terms in this case say:

"What you are NOT covered for ...

Loss, theft, damage or breakdown as a result of not taking care of your Device.

Taking care of your device means:

- *Not knowingly leaving your Device somewhere it is likely to be lost, stolen or damaged...*
- *If you need to leave your Device somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place ...*

If you knowingly leave your Device where others can see it but you cannot and your Device is then lost or stolen we may not pay your claim. We will always take into account where you are and what you are doing when we assess whether you have taken care of your Device. If we believe you have not taken care of your Device, and have knowingly taken a risk with it, we may decline your claim.

If you knowingly leave your Device somewhere you can't see it but others can, we

may decline your claim for not taking care of your Device for example:

- *In a cafe or pub you leave your Device on the table when you go to the bar to pick up your drink instead of taking it with you.*
- *Leaving your Device on display in your car or leaving your Device in the care of someone you don't know well.*
- *If you are at the gym and you leave your Device on a bench in the changing rooms rather than taking it with you or storing it in a locker.*
- *Intentionally damaging your Device.*

All of these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered, and are not the only reasons a claim could be rejected."

I think the policy terms are clear and they are not unfair or unreasonable. Most insurers refuse to cover property stolen when left unattended in a public place. That's because it significantly increases the risk of the item being stolen, particularly small valuable items like mobile phones and watches. It's fair that Assurant expected, through the policy, that Mr G take care of his devices and not leave them in circumstances where they could be easily taken because he wasn't looking after them.

Mr G has said he left his devices on a table in a nightclub and confirmed he did not leave them concealed or with a friend for safe-keeping. The devices were therefore left unattended and out of his sight but visible to others. I think this falls firmly within the policy exclusion above. I am therefore satisfied that the phone and watch were not taken care of and were knowingly left somewhere that it was likely they would be stolen.

Mr G says he was not able to take care of his devices, having consumed alcohol and drugs and this was not intentional on his part. He has also told us about his personal circumstances and asked for an exception to be made. I acknowledge what he has said but I do not consider these are reasons to justify requiring Assurant to disregard a clear and fair policy term.

In all the circumstances I'm satisfied Assurant was entitled to decline Mr G's claim.

My final decision

I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 February 2025.

Harriet McCarthy
Ombudsman