

## **The complaint**

Mr M complains that Assurant General Insurance Limited (Assurant) declined a claim he made under his mobile phone insurance policy.

## **What happened**

Mr M pays a monthly fee as part of his bank account to have a variety of different insurance and protection policies. This includes mobile phone insurance underwritten by Assurant.

On 3 September 2024 Mr M's mobile phone was stolen so he contacted Assurant to make a claim. However, Assurant declined the claim. They said that Mr M had already reached the maximum claim limit in a twelve-month period as he'd already made two claims.

Mr M was unhappy with Assurant's claim decision, so he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said the policy terms outlined that only two claims would be covered in a twelve-month period, and Mr M had already reached that limit, so she didn't think Assurant had acted unfairly by declining the claim. The investigator also said she wouldn't be recommending Assurant refund the policy premiums either.

Mr M didn't agree and asked for a final decision from an ombudsman.

## **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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same outcome as our investigator.

Mr M made a claim for a damaged phone on 24 October 2023 and the phone was replaced. A further damage claim was made on 7 May 2024 and the phone was repaired.

On 3 September 2024 Mr M's phone was stolen, so he attempted to make a further claim. Assurant declined the claim on the basis two claims had already been made in the previous 12 months and they said that was the maximum claim limit under the policy.

I've reviewed the terms and conditions of Mr M's mobile phone insurance policy. These outline a summary of key exclusions, including:

*"No more than 2 successful claims per account holder in any 12 month period"*

And they then go on to outline the full exclusion:

*"More than 2 claims per account holder in any 12 month period"*

*We insure your mobile phone for up to 2 successful claims per account holder in any 12 month period.*

*If you have 2 successful claims in any 12 month period you will not be able to make any further claims for loss, theft, damage & breakdown that happens before the anniversary of when the first claim was originally submitted.*

*For example if you submit a claim on 1st January which is successful and submit another claim on 1st May in the same year which is successful you will not be able to make any further claims against this policy that happen prior to 1st January of the following year."*

So, as Mr M had already made two claims (in October 2023 and May 2024) and these were within the previous twelve months of the claim he attempted to make in September 2024, I don't think Assurant has acted unfairly or outside the terms of the policy by declining the claim based on the exclusion above. Whilst I recognise Mr M has said he has medical conditions, I'm still satisfied Assurant is acting fairly by applying the exclusion they have, which is clearly outlined in the policy terms.

I note Mr M says the previous claims were in 2023 and 2024 and these were two separate years, so he says he should be able to claim a second time in 2024. However, the policy terms outline two claims in a 12-month period, not per calendar year.

Mr M also said that if his claim isn't covered then he should receive a refund of the monthly payments he's made for the policy. However, this isn't something I'm going to direct Assurant to do for several reasons.

Firstly, Mr M has made two successful claims, so he has been able to benefit from the policy and cover. Secondly, I'm satisfied the terms and conditions clearly outlined the policy cover and exclusions (including the maximum number of claims limit). And thirdly, the single monthly payment Mr M makes is for a variety of insurance and protection policies, not solely his mobile phone insurance policy.

**My final decision**

It's my final decision that I don't 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 14 February 2025.

Callum Milne  
**Ombudsman**