

The complaint

Mr G complains that Starr International (Europe) Limited is responsible for responding unfairly to his claim on a mobile phone insurance policy.

What happened

From late December 2023, Mr G had a phone insured on a policy branded with the names of a telephone service provider and an administration provider. Starr was the insurance company that was responsible for dealing with any claim.

Much of the complaint is about acts, omissions or communications by the administration provider and others on behalf of Starr. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of Starr.

Mr G reported that his wife had lost the insured phone on a bus on 24 March 2024.

By 12 May 2024, Mr G had complained to Starr that it wasn't treating him fairly.

By a final response dated 7 June 2024, Starr declined the claim and turned down the complaint. It included the following:

"We can see from our data that the device was used with the SIM Card on a later time and date that you had reported the device as missing.

We deem that this information has been deliberately provided to mislead us."

Mr G brought his complaint to us in mid-June 2024.

Our investigator didn't recommend that the complaint should be upheld. He thought that Starr dealt fairly with Mr G's claim. The investigator didn't think it was unreasonable for Starr to rely on the policy terms to decline the claim and cancel the cover.

Mr G disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- He lost the phone on 24 March 2024.
- On 25 March 2024, he got a replacement SIM. He used that SIM in an old phone and is still using it in a replacement phone.
- On 12 April 2024, he called his service provider which sent him proof of blocking the insured phone.

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.

At his request, Mr G's telephone service provider blocked the insured phone on 26 March 2024. After that, no-one could use that phone – without access to Mr G's cloud account.

Starr did a search on 5 April 2024 that showed the insured phone with an activated function to help locate it.

The service provider sent Starr information that someone had used the phone with Mr G's SIM number two or three weeks after the reported loss and the blocking of the phone. Our investigator checked that information with the service provider.

So I accept that Starr had good reason to conclude that, after he reported it lost and he got it blocked, Mr G was in possession of and using the insured phone.

For that reason, I don't find that Starr treated Mr G unfairly by declining his claim and cancelling the policy. I don't find it fair and reasonable to direct Starr to reinstate the policy or to reconsider the claim or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Starr International (Europe) Limited to do any more in response to this complaint.

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

Christopher Gilbert

Ombudsman