

## **The complaint**

Mrs A complains that Starr International (Europe) Limited turned down a claim she made on her mobile phone insurance policy.

Mrs A was represented in her claim by her son and he is also her representative in her complaint to us. My references to Starr include its agents.

## **.What happened**

Mrs A has mobile phone insurance with Starr. On 17 April 2024 Mrs A's representative made a claim on Mrs A's behalf for her lost or stolen phone. He said she'd been shopping at named shops in a named street in London with her daughter. She'd realised her phone was missing when returning to a named underground station in London. Mrs A's representative told Starr she tried to call her phone from her daughter's phone but the call was unanswered. The representative contacted the phone's network provider to block the phone.

Starr asked Mrs A to provide information as part of its assessment of her claim. Its final response letter to her said it wouldn't accept her claim on the information and documents she'd provided. In particular:

- Starr asked Mrs A to provide a receipt or confirmation of the payment for purchases made while shopping on the day she said she lost the phone. Mrs A's representative said Mrs A couldn't provide either as she didn't buy anything.
- Starr asked for a screenshot of the call history showing Mrs A called her lost phone when she realised it was lost. Mrs A's representative said Mrs A couldn't provide this as the call history had already been deleted when Starr requested the information several weeks after the claim was made.
- Starr asked for Mrs A's public transport ticket or confirmation that she'd paid for public transport. Mrs A's representative said Mrs A couldn't provide this as she didn't travel by public transport, but in her daughter's car.
- Mrs A wasn't able to provide any proof of her whereabouts on the day the phone was lost/stolen.
- Starr noted the phone wasn't linked to iCloud and the tracking service 'find my iPhone' was never activated on Mrs A's phone.

Mrs A, through her representative, complained to us. He said Mrs A had provided all the information she could to support her claim. She wants Starr to replace her phone.

Our Investigator said Starr had fairly turned down the claim as Mrs A hadn't been able to evidence there had been an insurable loss under the policy.

Mrs A, through her representative, disagreed and wanted an Ombudsman's decision.

Before I made my provisional decision I asked for the following information and I detailed Mrs A's representative's response:

- A copy of Mrs A's blue badge for parking - a copy was provided.
- Why Mrs A's phone wasn't linked to an iCloud account and why wasn't 'find my iPhone' activated on her phone - the representative understood the phone was linked to the iCloud. He said he couldn't remember if 'find my iPhone' was on the phone but Mrs A is in her late seventies and not good with technology.

I also asked Mrs A's representative whether Mrs A would like my decision translated into her own language as our records showed the representative had initially asked for a translation but later said that wasn't needed. The representative said Mrs A didn't need a translated decision.

### **What I provisionally decided – and why**

I made a provisional decision that I was intending to uphold the complaint. I said:

'The relevant industry rules and guidance say Starr must deal with claims promptly and fairly and not unreasonably reject a claim.

The policy includes cover for loss and theft of a phone. But when Starr assessed Mrs A's claim it referred her to the following policy terms:

*"Section 13.  
General Conditions*

*You must respond honestly to any request for information we make when you take out cover under this policy or apply to amend your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, any claims previously paid by us, and whether it is possible for you to make a subsequent claim".*

Starr declined Mrs A's claim as it had several concerns about the claim.

Starr says Mrs A can't prove she was at the location when the phone was lost or stolen. While I accept that Starr wants to be satisfied there was an insured event, there's no policy requirement for a policyholder to provide proof of their location when the loss/theft occurred. Mrs A's representative has said from the start of the claim that Mrs A and her daughter were browsing round the shops and didn't buy anything. I think that's plausible, and I accept that Mrs A didn't buy anything at the location on that day. I don't think Starr reasonably declined the claim on the basis that Mrs A couldn't provide proof of her location at the time of the loss/theft of her phone.

It's clear from Starr's internal notes that it believes Mrs A's representative changed what he told it about Mrs A's travel arrangements on the day of the phone's loss/theft when it asked him for evidence of her travel on public transport. Its notes also show that when asked for a train ticket Mr A was adamant that he never said Mrs A had travelled by train, she'd travelled in her daughter's car.

From the notes of the calls between Mrs A's representative and Starr there's no evidence he did tell Starr that Mrs A had travelled by train on the day. The loss report says Mrs A was 'on her way back' to the underground station and the notes say she was 'heading back to' the

underground station. That's not the same as saying Mrs A took the train from the underground station.

Mrs A's representative told us that Mrs A and her daughter parked at (a named place) using her disability blue badge near the named underground station. When I asked for evidence of Mrs A's blue badge she was able to provide it immediately. From my own research I see there's blue badge parking at (the named place) which is near the named shops Mrs A's representative said she'd gone to and near the named underground station. On balance, I accept what Mrs A's representative told us about how his mother travelled to the location, which means there would be no evidence of travel. On the evidence I have, I don't think Starr reasonably considered that Mrs A's representative changed the information he gave it about how Mrs A travelled to the location. Starr didn't reasonably decline the claim on that basis.

Starr is also concerned that Mrs A's phone wasn't linked to an iCloud account and 'find my iPhone' wasn't activated on her phone. Mrs A's representative told us he understood the phone was linked to the iCloud. And Starr's internal notes later in the claim assessment suggest the phone was on iCloud. Its note of 24 May 2024 says 'Screen shot iCloud device (Shows last seen now) with name and email'. Anyway, there's no policy requirement for the insured phone to be linked to iCloud and no requirement for the phone to have 'find my iPhone' activated. Mrs A's representative says Mrs A is an older person who isn't good with technology, which I think is plausible. I don't think Starr reasonably declined the claim on the basis that Mrs A's phone wasn't linked to iCloud or didn't have 'find my iPhone' activated.

There's also no policy requirement for Mrs A to prove that she called her phone after its loss/theft. So I don't think Starr reasonably declined the claim on the basis that there was no evidence of such a call.

I understand why Starr is concerned that a lot of the information it asked for couldn't be provided for Mrs A's claim. But I think Starr concentrated on information Mrs A couldn't provide rather than look at the whole circumstances of her claim. Mrs A, through her representative, did provide Starr with a proof of usage letter from the phone's network provider, as the policy terms require. The letter showed the phone was last used on '16 April 2024 at 07:59', so in the early morning of the day the phone was lost/stolen. The letter also says that on '17 April 2024 at 13:02' the phone was reported as lost and the provider immediately blocked the phone that date. Starr has provided no evidence that the phone was later unblocked so I think it's very unlikely Mrs A has the phone in her possession.

For there to be cover under the policy the claim needs to fall within one of the insured incidents set out in the policy - loss or theft. The onus is on Mrs A, as the policyholder, to show her claim falls within one of those insured incidents. I think that in Mrs A's particular circumstances she, through her representative, has provided enough evidence to show a loss or theft of her phone occurred.

On the evidence I have, I think Starr unreasonably declined the claim. Starr should accept the claim and replace the phone as detailed under the terms of the policy. I understand Mrs A hasn't got another phone since her claim. Starr should pay Mrs A £150 compensation for her distress and inconvenience at not having a phone since April 2024 when it should have reasonably accepted her claim at the time'.

## **Responses to my provisional decision**

Mrs A, through her representative, accepted my provisional decision. Starr also accepted and agreed to pay Mrs A's claim and pay her £150 compensation.

### **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.

As Mrs A and Starr have agreed to my provisional decision I've no reason to change my mind. For the reasons I've given in my provisional findings and these findings I think Starr unreasonably declined the claim. I uphold this complaint.

Starr must accept the claim and replace the phone as detailed under the terms of the policy, as it has now agreed. Starr must also pay Mrs A £150 compensation for her distress and inconvenience at not having a phone since April 2024 when it should have reasonably accepted her claim at the time, as it's also now agreed.

### **My final decision**

I uphold this complaint and require Starr International (Europe) Limited to:

- Accept Mrs A's claim and replace the phone as detailed under the terms of the policy, as Starr has now agreed, and
- Pay Mrs A £150 compensation for her distress and inconvenience caused by its unreasonable decline of her claim, as Starr has also now agreed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 28 February 2025.

Nicola Sisk  
**Ombudsman**