

The complaint

Mr L's complaint is about the rejection of a claim made under his mobile phone insurance policy with Assurant General Insurance Limited trading as Protectyourbubble.com by Assurant.

What happened

Mr L contacted Assurant in October 2024, as the screen on his phone was damaged. Assurant initially said the claim would be met but later asked Mr L for some further information about him and the phone, including proof of usage. Mr L told Assurant he was using a UK network SIM card in the phone but the network provider said the phone had never been used on its network. Mr L then told Assurant that he bought the phone in 2022, and originally had a UK SIM card but had been using the phone with a SIM card from another country.

Assurant subsequently rejected the claim, as it said Mr L had provided misleading information. It says he was asked several times over the phone about the SIM and phone number he used on a daily basis and it would be reasonable to expect him to know this and provide correct information.

Mr L is very unhappy with this and complained to Assurant. It did not change its position, so Mr L referred the complaint to us. He says he asked his brother to obtain proof of usage from the network provider in the country in question but was told that this information is not provided unless requested by the police.

Mr L has provided a video showing the IMEI number and the SIM used on the phone and he has also provided screen shots of a phone tracking app which shows the phone is located at his address.

Mr L has told us he has had the screen repaired at a cost of just under £250 and has provided a copy of the invoice for this. He also points out that Assurant told him it was going to cancel his insurance but it has continued to take the monthly premium. Mr L wants the repair cost reimbursed and compensation.

One of our Investigators looked into the matter. She recommended the complaint be upheld. While she acknowledged that Mr L had given incorrect information about the SIM card during the call with Assurant, she considered that he had a reasonable account of why he was using a different SIM in the phone. She did not think that Assurant had done enough to establish fraud and so recommended that it reassess the claim and pay the sum of £150 compensation.

Assurant does not accept the Investigator's assessment. It says that providing false information to benefit from an insurance policy could clearly be considered insurance fraud and is a breach of the insurance terms. It would therefore be unreasonable to require it to reopen the claim.

Assurant also says that it has not cancelled the policy because it has not declined the claim

based on fraud and the phone is still in Mr L's possession and therefore is still insured.

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 L's policy provides cover for accidental damage 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 L 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.

If a valid claim is not established then Assurant would be entitled to refuse it. The policy also contains the following wording regarding situations where false or inaccurate information is provided:

"If false or inaccurate information is provided and fraud is identified then we will

• Not honour the claim and we will cancel your policy. If an excess has been paid this will not be returned, this is not a penalty this is to cover administration costs".

Assurant asked Mr L for further information when considering his claim. I think it was entitled to ask for information about his usage and possession of the phone and details of the accidental damage. I have to consider whether it is reasonable, taking into account all the circumstances, for Assurant to reject the claim based on the information provided by Mr L.

I have listened to the recordings of the calls between Mr L and Assurant. During the first call Mr L confirmed he used the phone he is claiming for as his day-to-day phone but confirmed he also had another phone, which he was the phone used for the calls with Assurant.

Mr L was asked which SIM card was used in the damaged phone and therefore what telephone number was linked to the phone. Mr L provided a telephone number for a SIM provided by a UK network provider and confirmed he was linked to that provider.

Assurant therefore asked for proof of usage from that network provider but it said the phone had never been used with that SIM. When Assurant raised this with Mr L, he said he had originally had a SIM from the UK network provider but had changed after only a couple of days to using a SIM from another country (and therefore with a different phone number). He suggested he did not realise what he was being asked, due to English not being his first language. He says he thought they would want the number he was given when he bought the phone two years earlier.

The questions were clear and I do not consider, having listened to the conversations, that Mr L did not understand what he was being asked about the SIM.

I do therefore think that inaccurate and incorrect information was provided. I cannot therefore require Assurant to meet the claim on the current evidence. However, I also agree with the Investigator that there is not enough evidence for Assurant to reject the claim for the reasons it did.

The above policy term says a claim will be refused and the policy cancelled, if there is inaccurate information *and* fraud is identified. Assurant has not made any allegation of fraud to Mr L. However, its position on this is inconsistent and in its response to the Investigator's

assessment it says it is entitled to rely on the above policy term to refuse the claim because providing false information could be considered insurance fraud.

In order to establish fraud, it would need to be established that any false or inaccurate information was provided with the intention of gaining benefit to which the claimant is not entitled. There is no evidence available to me that Mr L is not entitled to benefit from the policy. The provision of inaccurate information on its own does not establish fraud.

I therefore agree with the Investigator that Assurant should reconsider the claim subject to the remaining terms of the policy. I cannot make a specific award for this in this decision but if it is decided the claim should have been met, then I would expect it to reimburse the repair costs incurred by Mr L and would expect interest to be added to that amount at our usual rate. Assurant may have been able to have the screen repaired for less than it cost Mr L but as he had no option but to pay for this himself, it would need to reimburse the actual costs to him, rather than any amount it would have cost it to do the same repair.

I also agree with the Investigator that some compensation is warranted for the trouble this has caused Mr L. Assurant told him the claim would be accepted and then instead, without warning, he was put through to a claims investigation team that told him they were carrying out checks for fraud. While I accept Assurant was entitled to ask for the information it did, I also do not think it dealt with the claim reasonably once it received that information. Having considered everything carefully, I agree that £150 is reasonable compensation for this.

Finally, while Assurant referred to a policy term that said it would be entitled to cancel the policy, it says it has not done so and the phone is still insured. If Mr L wants to cancel the policy then he can do.

My final decision

I uphold this complaint against Assurant General Insurance Limited trading as Protectyourbubble.com by Assurant and require it to:

1. reassess the claim, subject to any remaining policy terms; and
2. pay Mr L £150 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 April 2025.

Harriet McCarthy
Ombudsman