

The complaint

Mr N has complained that Astrenska Insurance Limited (“Astrenska”) declined a claim he made under his mobile phone insurance policy.

What happened

The background to this complaint is well known to the parties. Mr N was in Europe at a restaurant in September 2024. He left his phone in his laptop bag on a chair when he spotted a friend. He left his seat to speak to his friend and chatted to him for a few minutes outside. He returned inside and only when he was leaving and went to call a taxi he noticed his phone was missing.

Astrenska declined Mr N’s claim – it said that he hadn’t complied with the policy terms and conditions in that Mr N hadn’t taken reasonable precautions to protect his phone and had left it unattended.

Our investigator didn’t recommend that the complaint be upheld; they didn’t find that Astrenska had unfairly declined the claim.

Mr N appealed. He said that his phone was inside his bag. The thief opened the bag and took out the phone. He reiterated that he had been truthful and felt that Astrenska should compensate him, even if he wasn’t given 100% of what he felt he was entitled to. He said that he wasn’t working due to a health condition, this impacted his financial position, and this should be taken into consideration.

As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly I’d like to reassure Mr N that while I’ve summarised the background to his complaint I’ve considered all the information before me. Within this decision though I’ve focused on what I consider to be the key issues. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

Astrenska has a responsibility to handle claims promptly and fairly. And it shouldn’t reject a claim unreasonably. So I’ve carefully looked at all the circumstances in order to see if it treated Mr N fairly. Having done so and although I’m sorry to disappoint Mr N, I agree with the conclusions reached by the investigator. I’ll explain why.

The policy terms form the basis of Mr N’s insurance contract, so I’ve considered the terms that Astrenska has relied on here. The relevant terms say:

What is not covered?

We will not cover the following:

4. Any claim where you have not taken **reasonable precautions** to protect your mobile phone.

Reasonable precautions is defined in the general definitions as follows:

*You must not leave your property **unattended** if it is in a place where it is accessible to the general public. We will not pay any claims for property left unattended in publicly accessible places.*

Unattended is defined in the general definitions as follows:

Not within your sight at all times and out of your arms - length reach.

The policy also sets out under the header *Protecting your mobile phone*:

You must keep your mobile phone on you at all times and when you do leave your mobile phone unattended, you must keep your mobile phone out of sight and locked away.

I do understand Mr N's point that the phone was inside his bag. He also explained to Astrenska that he was only talking to his friend for five minutes and was only 10 meters away. He told our investigator he could see his bag through a glass door, but he was not watching it all the time as he was catching up with his friend. But it is not in dispute that the bag with the phone in it was left in a public place and was not within arms - length reach. So I'm satisfied in the circumstances here that Astrenska has been able to show that the phone was left unattended according to the policy definition.

I appreciate that Mr N is in a difficult financial situation at the moment and feels that some payment could be made to him by Astrenska. However I can't conclude that it has treated him unfairly or contrary to the clear policy terms in declining his claim. It follows that there is no basis for me to require Astrenksa to make a payment to him.

For completeness, and although I don't imagine it will provide much comfort to Mr N, I would say that most, if not all mobile phone insurance policies have similar terms to the ones set out in Mr N's policy. This is because leaving phones unattended increases the risk of theft and it's not unreasonable that insurers want to protect themselves against this happening.

I am sorry that my decision doesn't bring Mr N welcome news.

My final decision

For the reasons given above my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 25 March 2025.

Lindsey Woloski
Ombudsman