DRN-5583855

## The complaint

Mr B has complained that Assurant General Insurance Limited (Assurant) unfairly declined a claim under his mobile phone insurance policy.

## What happened

Mr B made a claim for damage to his mobile phone. When Assurant assessed the device, it declined the claim because it said the phone was counterfeit. When Mr B complained, Assurant maintained its decision to decline the claim.

Mr B complained to this Service. Our Investigator didn't uphold the complaint. He said the phone had been assessed as counterfeit by an expert repairer. Although Mr B said he was unaware the phone was counterfeit, Assurant had acted in line with the policy terms and conditions. The policy said it didn't cover counterfeit phones. So, it was reasonable that Assurant declined the claim.

As Mr B didn't agree, the complaint was referred to me.

## 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, I don't uphold this complaint. I will explain why.

The policy terms and conditions said:

"*We do not cover any mobile phones that are manufactured in a way to resemble mobile phones made by another company in breach of any copyright laws, or devices that are created by using parts from a number of different phones.*

*Where we receive a claim for any mobile phones that fall into this category we will return the mobile phone to you unrepaired and the claim will be declined.*"

I don't think it's unusual or unreasonable that the policy didn't cover counterfeit devices. It's also my understanding that it isn't in dispute that the phone was counterfeit. Assurant's expert assessed the phone and found that although the phone was meant to be an iPhone, the battery and the visible parts were for an android phone. Mr B has said he was gifted the phone and wasn't aware of this before he made the claim, but he hasn't disputed that the phone was counterfeit. So, given the phone was counterfeit, Assurant was entitled to decline the claim based on the policy terms and conditions.

But, Mr B has said that because he didn't know the phone was counterfeit, he shouldn't be penalised for this and Assurant should settle the claim. He has also said Assurant insisted he provide the damaged phone so it could assess it. He said it had been damaged when it fell from his pocket when he was on a motorbike and had then been run over by a truck. He said it had been dangerous to retrieve it and when he later did so, which was at Assurant's insistence, he had cut his finger on the phone glass.

It's normal for an insurer to require evidence to support a claim. For a claim for a damaged phone, the policy said it would repair a phone, where possible, or replace it. So, I don't think it was unusual that Assurant wanted to assess the phone damage being claimed for. This allowed Assurant to check things like whether the phone could be repaired and the overall condition of the phone, including whether it was counterfeit. Mr B's phone was damaged on a road. I can understand Mr B might have been concerned about how to retrieve it, but I don't think I can fairly say Assurant was responsible for him cutting his finger on the phone glass. If Mr B wanted to pursue his claim, he needed to provide evidence to support it. If that meant he needed to retrieve the phone, I think it was for Mr B to decide how he could safely do so.

Although Mr B has said that when he made the claim he didn't know the phone was counterfeit, unfortunately, it was. That wasn't down to the actions of Assurant. So, I don't think it would be reasonable for me to require Assurant to settle a claim for a counterfeit device. This would be outside the terms and conditions of the policy.

So, having looked at what happened, I don't uphold this complaint or require Assurant to do anything in relation to it. I think it fairly declined the claim in line with the policy terms and conditions.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 23 September 2025.

Louise O'Sullivan
**Ombudsman**