

The complaint

Ms G complains that Assurant General Insurance Limited trading as Vodafone declined her gadget insurance claim.

All references to Assurant include its agents.

What happened

Ms G had gadget insurance with Assurant. In February 2025 Ms G made a claim for her mobile phone on the policy. Ms G doesn't have English as her first language so had her friend speak to Assurant on her behalf.

Ms G told Assurant that she had used her phone on the day of loss to make calls and text. She says she had connected her old phone to her new phone via 'hot spot'. She realised the new phone was missing when her old phone no longer had a connection to it.

Ms G reported the matter to the police and the crime reference number was provided to Assurant. Assurant asked if she tried to track her phone, but Ms G says she didn't know how to do that and had an appointment with the phone manufacturer to do this. Assurant asked whether the cloud account her phone is linked to is in her name, and she confirmed that it is.

Assurant asked for some documents to assist with its verification of the claim; including screenshots showing the device linked to the cloud account. Ms G advised she was unable to provide a screenshot of the cloud account since she wasn't logged into it on the stolen device. Assurant declined the claim on the basis that Ms G initially said her phone was signed into her cloud account and then changed the story to say the phone wasn't signed into the account.

Ms G told Assurant there had been a misunderstanding during the initial call. Ms G says she intended to use her cloud account with her new phone but didn't want to transfer all the data over to the new phone. She was told she needed to make an appointment with the phone manufacturer in order to do this, so Ms G was waiting for that appointment when her phone was stolen.

Ms G wasn't happy Assurant declined the claim. She said when she reported the phone to her insurer her friend was translating for her. She told her friend she had a passcode on the phone, and she had a cloud account, but it wasn't linked to the phone yet. She says her friend incorrectly told Assurant the phone was signed into the account. Ms G complained to Assurant.

Assurant said the claim was declined due to a change in circumstances and maintained its stance. It referred Ms G to the terms of the policy which state, *"it is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim."*

Ms G remained dissatisfied so referred her complaint to this service. Our investigator looked into things and concluded Assurant hadn't acted fairly. She said during the call to report the

stolen phone Ms G made it clear there were two phones she was using at the time of the theft and the reason for that. When Assurant asked whether the cloud account her phone was linked to was in her name her friend told Assurant it was. But the investigator didn't think it was clear which phone Assurant was referring to when it asked the question. So, she thought Assurant should consider the claim on the remaining terms of the policy.

Assurant didn't agree. It said Ms G clearly had some understanding of the questions being asked since she answered some questions without the need for translation. So, it said she could have interjected when her friend provided incorrect information. Assurant said it didn't believe there was any confusion about which phone was being discussed when talking about the cloud account. It also said when Ms G was told at the end of the call she would need to provide further information, she didn't tell the agent she wasn't able to provide the information regarding the cloud account. This only became relevant when Assurant wrote to ask for it. It said a reason for the change in story could be that the customer removed the device from the account in order to sell it and make a fraudulent claim.

Because Assurant didn't agree the complaint has come to me to decide.

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.

Based on what I've seen I am upholding Ms G's complaint. I'll explain why.

The relevant industry rules require insurers to handle a claim promptly and fairly. And they shouldn't unreasonably reject a claim.

Assurant has relied on the following term to decline Ms G's claim:

"It is important that when applying for insurance or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim."

While Assurant isn't directly accusing Ms G of fraud, it does appear to be relying on a fraud exclusion within its policy terms.

Assurant said Ms G's claim was declined because there was a change in incident details. It says Ms G gave conflicting information about whether the phone was signed into her cloud account. I have carefully considered what Ms G told Assurant about the incident and listened to the call.

On 5 February 2025 Assurant asked why Ms G was carrying two phones on the day the phone was stolen. Ms G says she didn't want all her data to be transferred to the new phone, so she went to her phone service provider to ask for help to do this but was directed to her phone manufacturer to help. So, she had two phones with her for a period while waiting for an appointment with her phone manufacturer.

Later in the same call Assurant asked Ms G about the circumstances of the theft of her phone. It asked whether she had used the 'find my' application on her phone. Ms G says she didn't know how to so was going to an appointment with the phone manufacturer to do this. The agent asks whether the cloud account her phone is linked to is in her name, and Ms G says it is, through her friend. But Ms G says she explained to her friend that the new phone wasn't linked to the cloud and her friend failed to relay that to Assurant.

Assurant say Ms G could have interjected when she heard her friend give the wrong information to Assurant. But since English isn't her first language it may not have been immediately obvious the information her friend provided was incorrect. And when Ms G received an email from Assurant confirming what it required Ms G reiterated that her phone wasn't linked to her cloud.

Assurant feels its suspicious that Ms G said her phone was signed into the cloud account during the phone call but then said her phone wasn't signed into the cloud account when it asked for a screenshot to show this.

Ms G explained she didn't have her phone signed into the cloud, and that she didn't know how to use 'find my', and it was her intention to attend an appointment to help her do this. Ms G told Assurant this during the call, and her testimony hasn't changed throughout – either during the call or afterwards. So, I'm satisfied Ms G's account of the incident remained consistent.

Assurant says a reason for the change in story could be that Ms G has removed the device from the cloud account in order to sell it and make a fraudulent claim. But I haven't seen any evidence to support that Ms G was trying to do this.

The phone call took place days after the phone was stolen; Ms G reported the theft to the police, obtained a new SIM card, reported the claim to her phone service provider, and to her insurer. She explained from the outset that her phone wasn't signed into any cloud account. And her reason for not doing so is plausible.

The call with Assurant took place through her friend calling on her behalf. This is because Ms G's first language isn't English. So, while its clear she understands the language, she wasn't confident she would be able to explain what happened so felt it best to go through her friend.

Her friend asked her the questions posed by Assurant and she answered them. She says her friend didn't properly explain her new phone wasn't signed into her cloud account towards the end of the call. But he did tell Assurant the phone wasn't signed in earlier in the call when discussing 'find my', and when explaining why Ms G had two phones at the time of the theft.

I'm satisfied that Ms G has provided Assurant with enough information to support her claim. Her account of what happened has been consistent. She provided data from her oyster card that substantiates her version of events. So, I don't think it was reasonable for Assurant to reject Ms G's claim on the basis the circumstances changed, for the reasons explained.

I appreciate Assurant feels it has the right to reject Ms G's claim because she's provided inaccurate information. But the rules set out by the Financial Conduct Authority require Assurant to not unreasonably reject a claim.

The policy term Assurant is relying on to reject Ms G's claim says when submitting a claim says a policyholder, "*must take reasonable care to answer all questions honestly and to the best of (their) knowledge.*" I've considered what Assurant has said, but I don't think this shows Ms G didn't take reasonable care to answer all questions honestly. In fact, she chose to speak to Assurant through her friend because she says she doesn't speak English well, and I think that shows she took reasonable care.

In its response to the investigator's view Assurant was concerned that Ms G had said her phone was signed into the cloud account and when asked for evidence of this she changed her story in order to make a fraudulent claim.

But in the conversation of 5 February 2025 Ms G explained she hadn't signed her phone into the account as she didn't want her data to transfer over. And she didn't have 'find my' on the phone for the same reason. So, I think Ms G made it clear in the initial call that she had two phones at the time of the theft since one wasn't signed into her cloud account.

Overall, I'm persuaded Ms G took reasonable care to answer Assurant's questions honestly. And I think Assurant's decision to reject the claim was unreasonable, for the reasons explained.

Putting things right

I direct Assurant to reconsider Ms G's claim under the remaining terms of the policy. It declined the claim because it said Ms G's story changed and it thought she was trying to make a fraudulent claim. I decided that it wasn't fair to do so and that means Assurant can't rely on these same reasons to decline Ms G's claim. It must reconsider the claim under the remaining policy terms.

My final decision

For the reasons I've explained above, I uphold Ms G's complaint and Assurant General Insurance Limited must;

- Consider Ms G's claim under the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 23 July 2025.

Kiran Clair
Ombudsman