

The complaint

Mr D and Mrs K have complained that Assurant General Insurance Limited unreasonably refused to pay their claim under their mobile phone insurance policy.

As Mr D has been our main contact throughout this complaint, I shall just refer to him throughout for ease of reference.

What happened

Mr D and Mrs K have their mobile phone insurance through their bank account. When out shopping on 7 February 2025, Mrs K noticed her phone was missing from her jacket pocket meaning it was lost or stolen. They made a claim to Assurant who completed its interview with them on 8 February 2025.

Assurant said Mr D confirmed the phone was linked to a cloud account and they were the only people to know the relevant login details. At this stage, the 'find my' feature was active on the cloud account.

Later, on reviewing the claim verification issues on 19 February 2025, Assurant again checked the status of the 'find my' feature for Mr D's phone and found it was then switched off. Assurant phoned Mr D for an explanation. First, he said he had logged into the account from a different device which had automatically removed the lost phone from the cloud account. When Assurant explained this couldn't happen, Mr D said he logged into the cloud account there and then and said the device was then showing again.

So, Assurant said unless Mr D provided a screen shot of the cloud account showing the phone, the claim would close without being further considered. Essentially Assurant were concerned that Mr D had given a conflicting account of the status of the missing phone and whether its 'find my' feature was active or not.

Mr D remained dissatisfied and brought the complaint to us. The investigator didn't think it should be upheld. Mr D disagreed so his complaint has been passed 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.

Having done so, I'm not upholding this complaint. I'll now explain why.

Essentially due to the conflicting information Mr D gave Assurant about whether the phone still had the 'find my' active as in being linked to the cloud account, Assurant halted the progression of this claim until this conflicting information was clarified. It said it needed a screenshot of the cloud account to show that what Mr D said was true.

So, the issue is whether Assurant was reasonable in requesting this and moreover whether it was reasonable for it to halt the progression of Mr D's claim until it received this information. I consider it was reasonable. This is because all insurers must make sure the claim made has been verified properly and is not a fraudulent claim and Assurant is no different. Assurant's policy says the following:

'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.'

This is common in almost every insurance policy, so I don't find it unusual or significant. One of the ways of verifying claims about the loss or theft of a mobile phone is to check and make sure the phone's security features are switched on. This then allows the phone to be locked and not able to be used by the thief or finder of the phone. So, for Mr D as the owner of the phone making a claim for its replacement, he needs to show that the 'find my' feature remains active on his cloud account.

When Assurant discovered his phone's 'find my' was no longer active I consider it was fully entitled to ask Mr D for an explanation. The first explanation he gave simply doesn't happen. Putting or using a new phone on his cloud account does not automatically erase the stolen phone in the way he said on the call recording. His second explanation, saying that when he logged into his cloud account, whilst on the phone to Assurant, that his lost mobile was now active, needs to be proven. So, I consider it was reasonable that Assurant asked Mr D to send a screenshot of his cloud account showing this.

As far as I'm aware Mr D is yet to forward this screenshot to Assurant. So, on that basis Assurant said its progress of Mr D's claim can't continue until this happens. I consider Assurant is being reasonable here. It could have simply said it was no longer prepared to entertain any further information from Mr D but instead it said it would look at his claim again once he furnished it with a screenshot showing his lost phone's 'find my' feature was still showing as active on his cloud account. So, it is now up to Mr D to provide the evidence that Assurant has, reasonably in my view, asked him to provide if he wants his claim to continue. On that basis I don't consider Assurant has done anything wrong.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs K to accept or reject my decision before 13 October 2025.

Rona Doyle
Ombudsman