

## **The complaint**

Mrs K has complained that Lifestyle Services Group Limited trading as Assurant unreasonably refused to consider her claim for a lost mobile phone

## **What happened**

Mrs K bought a new mobile phone and insured it with Assurant. Unfortunately, it went missing when she was out buying a coffee around 5 days later. She had it when she went for coffee as she showed it to her friend. But on the way home she realised it was missing from her trouser pocket. So, she made a claim to Assurant.

Assurant phoned Mrs K to go over the circumstances of how she lost her phone. It asked her was her phone logged into her google account. Mrs K said it was. However, she also explained she took her old iPhone with her as she hadn't set up her wallet so had to use her old phone to pay for anything.

When Assurant asked Mrs K to provide a screenshot of her Google account showing the phone was logged in, she couldn't produce this as she hadn't actually logged her phone into her Google account. On this basis given Assurant had received inaccurate information from Mrs K it declined to continue to deal with her claim due to possible fraud.

Mrs K complained but Assurant didn't change its stance, so she brought her complaint to us.

The investigator was of the view given the precise policy wording that this wasn't enough for Assurant to simply stop dealing with Mrs K's claim as fraud wasn't identified and clarified as the policy term required. So, she considered Assurant should make further enquiries to establish the circumstances, disregarding whether or not the phone was logged into her Google account.

Assurant disagreed so Mrs K's 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 upholding this complaint along the same lines as the investigator. I'll now explain why.

The policy term concerning fraud says the following:

### ***'Fraud***

*We do not tolerate any aspect of fraudulent activity.*

*We work closely and share data with other insurers, Law enforcement agencies, fraud prevention agencies, public bodies and airtime providers to identify fraud and support prosecution where appropriate evidence exists.*

*We, and other organisations, may access and use the information recorded by fraud prevention agencies, from both the UK and from other countries. 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.*

*If false or inaccurate information is provided and fraud is identified then we may:*

- *Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.*
- *Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.*
- *Pass the details onto your network or our distribution partner providing this service as part of a wider offering.*
- *Share details of the fraudulent claim with a number of industry-wide fraud prevention databases. A list of participants and the name and address of the operators are available on request.*
- *Pass details to fraud prevention agencies.*
- *Law enforcement agencies may access and use this information, We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:*
  - *Checking details on applications for credit and credit related accounts or facilities,*
  - *To prevent and detect fraud.*
  - *Managing credit and credit related accounts or facilities.*
  - *Checking details on proposals and claims for all types of insurance.*
  - *Checking details of job applicants and employees.*

*We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. Please contact us at [phone number] (standard call charges apply) for details of the relevant fraud prevention agencies.'*

In the final response letter to Mrs K Assurant said 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.'*

I consider that in order to use this policy term in the way Assurant has, Assurant must be clear that in addition to identifying any possible false information being given by the claimant, actual fraud itself must also be identified. I don't believe Assurant's investigations have gone far enough to show that any actual fraud has been identified here. Certainly, the lack of clarity of the information given by Mrs K is a possible red flag but I don't consider that shows fraud has been identified here as the policy term provides.

In listening to the call recording, Mrs K is clearly audibly upset at the beginning. It's also clear English is not her first language, but I heard no reasonable adjustments being offered or made by the Assurant adviser about this. She simply carried on talking at a normal but quite a fast pace.

From the call recording I could hear the following lack of comprehension or lack of understanding from Mrs K:

- She was confused when she was asked who the 'owner' of the phone was when it was obviously her phone.
- She didn't really understand the term 'main user' either. There was quite a lot of clarifying over that term.
- She didn't understand the 'access to the Google account' question either.
- She thought the question asking about the sim card being in her phone was talking about her bank card.

At this stage even the adviser was concerned about whether Mrs K understood the questions being asked as she directly asked her that. But again, the adviser didn't offer any reasonable adjustments to help Mrs K better, she kind of just ploughed on regardless once Mrs K confirmed she could hear her. They also talked over each other at times too, which I consider the adviser should have controlled better, so she was assured she could hear everything Mrs K was saying and whether it related to the question being asked given the confusion over comprehension already identified.

- Mrs K and the adviser got confused together over which pocket this phone and her old phone were kept in.
- Both Mrs K and the adviser spent some time discussing why she hadn't set up her new phone properly to include Google pay as the adviser thought it was unusual to carry around two phones.
- Mrs K then explained she was 'weak' with these things which appeared to mean how to set up phones and given her husband's father or mother had died (I couldn't quite work out which) and he was abroad she was waiting for him to come back to help her.
- Mrs K didn't know how to get the IMEI number from the old phone, which she was using to make this claims call, which the adviser then had to tell her how to access it.

So, all I think has been identified is that Mrs K didn't quite understand all the questions asked of her and she explained she was 'weak' or rather she wasn't tech savvy. So, I consider her saying she had logged her phone into her google account was a mistake, all the more so since it was then established she hadn't even set up Google pay yet, as she was effectively waiting for her husband to come back from abroad to help her do it. She also confirmed on the call that she didn't carry a wallet as she had previously used Apple Pay to pay for things. So how would someone have the tech savvy to log a phone onto their google account and then not have the tech savvy to set up Google Pay when she had previously used Apple Pay so she didn't have to carry around bank cards or a wallet. Taking into account the extent of Mrs K's lack of comprehension about what things many of the questions were asking her, I think it's quite a leap of faith on Assurant's part to actually decide she understood what it meant to log her phone to her Google account in all honesty.

So, I don't consider fraud has been established yet on the balance of probabilities. Therefore, given how the policy term is worded, I consider fraud must be so established

before the policy term can be used to decline the claim. This is because the policy term is expressed with the word 'and' as follows:

*'If false or inaccurate information is provided **and** [my emphasis] fraud is identified then we may...'*

So, I think Assurant hasn't done enough or established enough evidence to show fraud is actually identified in Mrs K's case. So, in order to continue to decline Mrs K's claim, it simply has further work to do to either establish fraud or not as the case may be. I consider Mrs K's affirmative answer to the phone being logged into her Google account was simply that she didn't know what that meant along with so many of the other questions. And along with that I consider more adjustments should have been made for her given it was so clear English wasn't her first language either. Under the overarching Consumer Duty Assurant must provide the necessary support for consumer understanding. So, taking all this into consideration, I consider nothing much turns on the question of whether her phone was logged into her Google account.

So, for these reasons I agree with the investigator that Assurant should continue to investigate Mrs K's claim disregarding the issue about whether the phone was logged into her Google account or not.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint. I now require Lifestyle Services Group Limited trading as Assurant to continue its investigations into Mrs K claim, in line with the remaining terms and conditions of the policy without regard to the incorrect answer Mrs K gave concerning whether her phone was logged into her Google account.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 14 November 2025.

Rona Doyle  
**Ombudsman**