

The complaint

Mr N has complained that Assurant General Insurance Limited refused to accept his claim for a lost or stolen mobile phone under his mobile phone insurance policy.

What happened

Mr N said he last used his phone in a taxi on the way to a supermarket on 31 December 2025. He contacted the taxi company to see if they found it and he said he received no response. So, he made a claim to Assurant for the loss/theft of his phone on 2 January 2025.

In assessing his claim, Assurant said the 'find my device' (FMD) security feature wasn't switched on when it checked this on 7 January 2025. Mr N confirmed to Assurant in a telephone interview that he hadn't linked his phone to the iCloud which is necessary for the FMD to activate. He also said he used no apps on the phone during this interview. However, 10 days later on a further check, Assurant found the FMD on the phone was now activated. Assurant didn't believe it was possible for the FMD to be activated unless Mr N's passcode was used to do so.

Assurant decided to decline Mr N's claim on the basis of misleading information given in the assessment interview.

Mr N complained but as Assurant didn't change its stance he brought his complaint to us. The investigator was of the view that Assurant hadn't done anything wrong given the evidence.

Mr N disagreed so his complaint was passed to me to decide.

I issued a provisional decision on 11 July 2025, and I said the following:

'Having done so, I'm not upholding this complaint for further reasons than those of the investigator. I do understand and appreciate Mr N will be very disappointed, so I'll now explain why.

Mr N asserts he never signed this phone into iCloud so therefore never activated the FMD function. He said no one else but him knew his passcode for his phone too. He also said in the call recording of the assessment interview that he had downloaded no apps on this phone and used it for calls and texts. I also noticed Mr N uses an iCloud email address. The taxi company he used is an app based service, so bookings, and receipts etc are on the taxi firm's app. Mr N also said on the call recording of the assessment interview that he was looking at the taxi on his phone to make sure he was in the right place to be picked up. In order to do that one would need the firm's taxi app on a mobile phone or a laptop with connectivity to the internet.

The FMD function was clearly not activated when Assurant first checked it on 7 January 2025 which Mr N confirms is true. And the evidence shows that somehow it was then activated to someone's iCloud account (it's not known whose account that might be) 10 days later. We asked Mr N to show us a screen shot of his iCloud account to confirm what it said under FMD status, but he hasn't produced that as he said the phone was never logged into the iCloud. However, a screen shot from the iCloud account that Mr N uses, given his email address, would have been useful. We're an evidenced based organisation so we rely on the evidence produced by both parties in order to resolve the complaint. So essentially my role is to assess whether Assurant's refusal to pay Mr N's claim was reasonable or not bearing in mind the evidence.

I agree with Mr N that Assurant's final response letter was confusing given previous correspondence which was very regrettable indeed. However, Assurant has now confirmed the evidence that the FMD was inactive on 7 January 2025, but active on 17 January 2025. So, there is no conjecture on these facts now. I'm satisfied this is what Assurant found when checking the FMD function on both 7 and 17 January and this matter has been now appropriately scrutinised too.

Mr N mentioned that that he had a four digit passcode on his phone, whereas the make and model of his phone default option is to have a six digit passcode which must be changed to the four digit passcode if that's what is preferred. The extra digits of course improving security.

So, on the basis it's clear to me the FMD was again activated on 17 January, I now need to assess if Assurant came to a reasonable decision on the basis of Mr N's claim and the evidence of it that he gave both to Assurant and indeed this service. Clearly the manufacturer of Mr N's phone is conscious of security matters, hence the six digit default passcode and indeed the FMD function amongst other things. And indeed, unless the right passcode is used to open the phone, repeated unsuccessful tries to enter a passcode do then lock the phone also.

Assurant decided that it was entitled to refuse to consider Mr N's claim on the basis of the following policy wording:

'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.'

It may well be possible, (given all the various online forums discussing this), that the security of the phone could be bypassed, again, depending on all the particular circumstances. However, Assurant has raised concerns that the information Mr N has given isn't correct and referred to the FMD feature being enabled after his phone was stolen or lost. It is also firmly of the view that unless the passcode was used it's not possible to enable the FMD to be activated in this way without the passcode being known. And when taking both views into account along with all the evidence and testimonies from both parties as I detailed above, I'm not persuaded that Assurant has acted unfairly by saying on the balance of probabilities that it's most likely the phone security hasn't been overcome in this instance.

I appreciate Mr N has said this matter has caused him to be ill due to stress and anxiety and has forwarded his fit notes and prescription details. And I am sorry he is suffering ill health at this time. But on the basis, I don't consider Assurant has done

anything wrong here, it follows that I don't consider it has any responsibilities for Mr N's present ill health.'

Assurant didn't respond. Mr N did at some length which I shall do my best to summarise.

He felt I came to incorrect assumptions about iCloud Activation so believed my request for the screenshot of his iCloud account of the FMD page was irrelevant. So, he wanted my assumptions to be withdrawn.

He felt I had made speculative assumptions about his app usage and said he enclosed a screenshot to show this. However, the screenshot wasn't included.

He continued to assert the contradictory final responses from Assurant were overlooked by me, which he said casts doubt on the robustness of the assessment.

He felt the burden of proof should be reversed for Assurant to prove on the balance of probabilities that he misled it. It's speculative that activation requires his passcode. No forensic evidence has been provided.

He felt the passcode theory was misapplied. The notion that a four-digit passcode makes third party access unlikely is flawed. It also isn't proof of sole control or post loss access. There was no expert evidence produced by Assurant on this point. He said many people revert back to a four-digit passcode.

And lastly, he felt his wellbeing was disregarded and dismissed on the basis I concluded Assurant did nothing wrong.

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 remain satisfied with the reasoning and outcome as expressed in my provisional decision. I'll explain further in view of Mr N's responses.

First, I must explain to Mr N that neither party can dictate about the way any ombudsman should decide any complaint. Our service is independent and impartial and is an alternative to court to provide a faster resolution service. It is free for consumers and only becomes legally binding on both parties should the consumer accept the final decision. If the consumer doesn't accept the final decision, it's not binding on either party.

We don't represent the interests of businesses like Assurant here, and neither are we consumer champions. So, without intending any discourtesy to Mr N, I am duty bound by our enabling legislation, to decide this complaint in the way I and I alone think fit bearing in mind my authority, and without influence or favour being shown to either party. This also includes whether or not I retain or withdrawn any assumptions I have made. It is up to me to decide what the relevant issues are and to focus my decision on those issues.

In the call recording between Mr N and Assurant, in answer to the question 'when would you say you last remember having the phone', Mr N says the last time he was aware he had his phone was to see when his taxi was arriving so to ensure he was in the right place. He said he had gone from his home to his mother's home and was then getting a taxi from the app based service from his mother's home to a supermarket. I consider this implies Mr N was either using an app on his phone as this taxi's firm is app based, or he was on another phone or laptop to check it. Mr N didn't say he was using any other device. It therefore

remains a reasonable assumption that in order to check the taxi arrival, that would mean he was looking at his phone. As we are an evidence based service, I must take account of the evidence presented. This call recording is such evidence.

Although the sound quality on the call recording is poor, it's clear to me given the journey from Mr N's home to his mother's home and then the taxi journey from his mother's home to the supermarket, given Mr N said he was checking he was at the right place for the taxi pickup, which is when he said he last remembered using his phone, that a reasonable assumption was that he was using his phone to do this.

I considered that the evidence from Mr N's iCloud account, to show the FMD wasn't switched on, was relevant to my assessment of whether I consider Assurant's declinature of Mr N's claim was reasonable. Assurant is of the view that a security passcode is required in order to wipe a phone even if it is plugged into a computer. And given it's now possible the phone is linked to another iCloud account, Assurant has no means of accessing which iCloud account that is. So, it's a pity Mr N continued to refuse to show that evidence to me as it might have helped his case.

I asked Assurant about its contradictory final response letters to Mr N. It clearly told me there was a mistake. Therefore, I'm satisfied I haven't overlooked this.

As I explained in my provisional decision, Assurant's policy (like many other policies) has the following clause:

'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.'

Therefore, if there is an inconsistency in the evidence given which isn't explained, it remains that the policy then permits Assurant to question the validity and indeed not fulfil the claim. I consider Assurant didn't do anything wrong with deciding there was an inconsistency in Mr N's evidence.

As regards Mr N's wellbeing, the fact that someone is signed off work due to mental ill health reasons, and prescribed antidepressant medication doesn't automatically mean that Assurant could be responsible for the mental ill health issues, or indeed the necessity for the prescription. There are a myriad of reasons someone can be signed off for mental ill health reasons and indeed prescribed an antidepressant. The Fit Note Mr N produced merely says the reason is 'time to find support.' That doesn't tell me Assurant's actions were any way involved in Mr N's absence from work on the grounds of ill health.

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 N to accept or reject my decision before 27 August 2025.

Rona Doyle
Ombudsman