

The complaint

Mr G has complained that Assurant General Insurance Limited unfairly refused to accept his claim for a lost or stolen mobile phone under his mobile phone insurance policy supplied via his bank account.

References to Assurant include all its agents.

What happened

Mr G said he was shopping in a city centre and when he went to pay for his goods, he realised his mobile phone was missing. He thought the phone had either fallen out of his jacket pocket (which doesn't have a zip) or was stolen.

Mr G said he also tried to call his phone several times, from a friend's phone but it appeared to be switched off. He contacted his network provider and had his sim card and IMEI blocked.

So, Mr G made a claim to Assurant in March 2025. He was told he would receive a call back but as that didn't happen, so he called again the next day.

Mr G is a student visiting from abroad and English is not his first language. He said he struggled to understand the adviser's fast speech. He called back with a friend to help him translate. Mr G said they continued to struggle to understand everything. He said they felt embarrassed so answered 'yes' to some questions that they didn't understand.

Mr G said at this stage he got confused about what address was required by Assurant. When he first came to the UK, he stayed with a friend in address A. Later he moved to address B, where he entered into a tenancy agreement, and which was his postal address. However, at the time his phone was lost or stolen he was staying at address A again because his friend was ill and he was helping him. So, Mr G said his address was address A instead of address B.

Given this discrepancy, Assurant said it wouldn't progress with his claim as its policy terms permit it to do this in these sorts of circumstances. Mr G appealed but Assurant wouldn't change its stance. So, Mr G brought his complaint to us. The investigator thought Assurant hadn't done anything wrong. But Mr G disagreed so his complaint was passed to me to decide.

I issued a provisional decision on 5 August, and I said the following:

'Having done so, I'm intending to uphold this complaint. I'll now explain why. Having listened to the call recordings I can see that Mr G gave address A instead of address B and then got into extended conversations about trying to prove his address at address A to include being told to register to vote, to which he may or may not be entitled to do. However, the fact of the matter is that Mr G can prove his

address is at address B. His letting agreement confirms that along with the address now for both of his bank accounts.

However, it does appear, (although I can't be totally certain, given that I had difficulty in following what Mr G was trying to say in the call recordings) that initially Mr G's bank account which provided this mobile phone policy had the address of address A, and he hadn't changed it to address B. This is because in one of the call recordings he asked how to change the address and was told he had to do it through the app for the bank account. This could have been the simple reason that Mr G initially said he was living at address A, concerned, and worried he had forgotten to change it before his phone was lost or stolen.

In any event, I can't see what difference this issue with Mr G's address makes to the validity of his claim. It appears he has only lived at these two addresses since he came here, address A is where he initially stayed with a friend and he was back there helping that friend as he was ill, and address B is where he is now fully resident. He is not from the UK, he is young and a student here, and English is not his first language. Like I had difficulty understanding what Mr G was saying on some of the call recordings, it remains utterly possible he also had significant difficulty with understanding the many advisers he talked with from Assurant too. Language comprehension in accents one isn't used to, remains a very common and very understandable communication issue regardless of nationality or which language is the first language of either party to the conversation. And it is a common complaint in all sorts of service issues as well.

I can see that the Assurant advisers always asked Mr G whether he had any additional needs, which I find commendable. But it was evidently clear he and his varying friends who he brought to the different call recordings were having difficulty in understanding what was required. So, it was evidently clear to me that there were language comprehension issues. And as Mr G later explained in his complaint, he and indeed his friends were embarrassed by this which I also find understandable. Just because someone says 'yes' all the time, doesn't always mean they have understood the question properly either.

However, it was left to Mr G to find someone to help him with his language difficulties, instead of Assurant possibly providing a translation service for him or instead doing the investigation via email or indeed in person. Any of those would be considered appropriate reasonable adjustments on the language barrier as it's clear Mr G paid his premium for this policy. Given Mr G's situation, I would have imagined being able to easily access translators wasn't very possible for him either. So, I consider more care was needed here especially under the overarching Consumer Duty required to be given to Mr G by Assurant to ensure Mr G understood the issues about his address and the possibility that he hadn't updated them.

Therefore, in the very particular circumstances of this complaint only, I don't consider the address information inconsistency issue pointed towards Mr G not having the appropriate level of veracity and truthfulness about his claim. So, it follows I don't consider it was reasonable for Assurant to rely on this policy term to decline his 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.'

From what I can see in the policy document, Mr G has done everything he should have done in presenting his claim as his phone and sim is blocked. He may have to show proof of ownership or provide evidence from his network provider of the last time he used the phone etc, as I can't see Assurant got as far as asking for any of that. Mr G needs to be aware that he will have to pay the excess of £75 too, before any claim is accepted by Assurant. In this case due to the loss of the phone it's likely Assurant would provide a refurbished phone as the replacement.

Subject to the remaining policy terms being met, for example, proof of ownership and payment of the excess of £75, I can see no other reason why Assurant would not be in a position to accept Mr G's claim and provide the replacement phone based on the fact the premium has been paid by Mr G.

I consider the lack of support shown to Mr G in relation to his language difficulty caused Mr G some trouble and upset too. I consider that it's appropriate that Assurant also pays Mr G compensation in the sum of £100. This is also in line with our approach to compensation which is more fully detailed on our website.'

Mr G responded accepting my provisional decision. He said he was happy to pay the excess, and any other required proof Assurant requires. He reiterated he had no intention of misleading anyone but that the matter became confused with the language issue.

Assurant responded that it didn't agree with the outcome of my provisional decision. It felt the repeated issues Mr G encountered with four different advisers gave rise to a discrepancy it couldn't ignore. It repeated that it wasn't asking for his previous address but yet Mr G gave it repeatedly. And that it asked him to bring someone with him for translating purposes too. And for the first time it said one of the two addresses Mr G gave was linked to 17 previous claims in the last two years covering seven different individuals which raised a concern about potential fraud. Therefore, it maintained its decision to decline Mr G's claim was correct.

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 again, I maintain that the outcome in my provisional decision is fair and reasonable in the very particular circumstances here.

I find it disappointing that Assurant only now detailed its concerns about one of the addresses Mr G gave. However as can be seen from the tenancy agreement, it is a multi-occupancy tenancy which tends to mean the residents turnover quite rapidly. I have seen no evidence from Assurant that Mr G is linked to any of the other seven people it has concerns about either. I also don't feel it's appropriate to tarnish everyone living in multi-occupancy tenancies as all being of some sort of fraudulent mindset from the outset. That would be clearly biased and unfair as not everyone has a huge choice in where they can afford to live these days. So, without any actual evidence that Mr G was linked with any of these seven people beyond having the same address, I don't consider these new concerns change my view. It remains that it is for Assurant to decide its underwriting guidelines as to what risks it wishes to insure, and which risks it doesn't wish to insure.

Assurant did acknowledge Mr G might have had some language difficulties, but it still maintained it was for him to find someone to help translate which I don't consider very reasonable. I remain of the view that it was for Assurant to provide the translation services or

deal with the matter in person or via email, instead of just on the phone. At least doing it that way, Assurant, or its translator would have been able to decide on Mr G's veracity more completely, rather than jumping to conclusions instead, more so with the obvious language issues Mr G exhibited which Assurant acknowledged.

My final decision

So, for these reasons it's my final decision that I uphold this complaint.

I now require Assurant General Insurance Limited to do the following:

- Complete the claims process with Mr G with a view to accepting his claim.
- Pay Mr G the sum of £100 compensation for the distress and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 8 September 2025.

Rona Doyle
Ombudsman