

The complaint

Mr C is unhappy that Assurant General Insurance Limited (Assurant) declined his mobile phone insurance claim. He's also unhappy with the level of service provided by Assurant in handling the claim.

What happened

Mr C has a mobile phone insurance policy with Assurant, alongside his bank current account.

On 9 April 2025, Mr C had his mobile phone stolen.

On 16 April 2025, he contacted Assurant to submit a claim for the stolen mobile phone. Assurant declined it and said Mr C hadn't taken reasonable care of the phone.

Mr C made a complaint. He said he'd taken the necessary precautions to securely store his phone. He said he'd been unfairly treated and been discriminated against. This situation has caused him extreme distress.

Assurant maintained its position to decline the claim. It said Mr C had failed to show he'd taken reasonable care of his mobile phone.

Unhappy, Mr C brought his complaint to this service. Our investigator didn't think Mr C's claim had been declined unfairly.

Mr C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.

I've started by looking at the relevant terms and condition of the policy.

Page 20 states:

'Some important exclusions:

- ...

- ...

Additional exclusions:

- *Theft, loss, damage or breakdown where you have knowingly put your mobile phone at risk or you have not taken care of it. Examples are provided in the "What you are NOT covered for" section of the Policy Document.'*

Page 115, under the section '*What you are NOT covered for*' states:

'We know how important your mobile phone is to you and we expect that you will take care of your mobile phone. If you don't take care of your mobile phone then we may not pay your claim.'

Taking care of your mobile phone means:

- *Not knowingly leaving your mobile phone somewhere it is likely to be lost, stolen or damaged, just think would you leave your wallet or purse there?*
- *If you need to leave your mobile phone somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place.'*

The section goes on to explain that the circumstances of the situation will always be taken into account when a claim is assessed whether the mobile phone has been taken care of. One of the examples provided is: leaving your mobile phone on display in a car because it increases the risk of the phone being lost or stolen.

I've listened to the call Mr C made to Assurant to report the theft. He called on 16 April 2025 and explained he bought the phone and then went to work. It was brand new, still in its box, so there was no SIM. He worked during the night, and the phone was left in the car in a small bag, with his shopping. When he returned in the morning, the phone wasn't there, it was stolen. He called the police, looked around his workplace and all around his house. There was no sign of the car being broken into and the phone had been left in the car for around 13 to 14 hours unattended. The theft hadn't been reported to the car insurer.

Having considered the circumstances of how the phone was stolen alongside the requirements of the terms and conditions of the policy, I'm not persuaded that Assurant has declined Mr C's claim unfairly. It's clear in the policy that the phone needs to be locked away out of sight and an example is provided of where a claim may be excluded: '*leaving your mobile phone on display in your car*'.

Mr C says he took precautions by securely storing the phone in the back seat compartment in a locked, modern car with tinted windows. Whilst I appreciate that Mr C feels he's not been treated fairly by Assurant, I don't agree. I've listened to the phone call where he reported the loss. And Mr C explained on that first call that he left the phone in a bag with his shopping overnight. The car may have been locked but there's also no sign of the car being broken into and the expectation on the policyholder is to leave the phone locked away out of sight, in a safe place. Leaving the phone in the car overnight, in a bag, increases the chances of it being stolen. I'm satisfied therefore the claim has been declined fairly. I note Mr C says he was treated unfairly and feels he's been discriminated against by Assurant. I can understand why Mr C feels this way but having looked at all the evidence, I don't think Assurant has done so. Nor do I think Assurant has acted unfairly or unreasonably.

Mr C also says he received poor service from Assurant. I've reviewed everything and I think the claim was handled in line with the terms and conditions of the policy and in line with its processes. I'm not persuaded Assurant provided poor service.

Overall, I'm satisfied Assurant declined Mr C's claim fairly and in line with policy requirements. I'm sorry to disappoint Mr C, but it follows therefore that I don't require Assurant to do anything further.

My final decision

For the reasons given above, I don't uphold Mr C's complaint about Assurant General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 December 2025.

Nimisha Radia
Ombudsman