

The complaint

Mr H has complained that Chubb European Group SE declined the claim he made after his mobile phone was stolen, because his premium payments weren't up to date.

What happened

In summer 2024, Mr H bought a new phone and service plan. The phone provider also sold him an insurance policy for the phone, which is underwritten by Chubb.

A couple of months later, Mr H's phone was stolen. So he made a claim on the policy. Chubb declined the claim because they said Mr H wasn't up to date with his premium payments. And the policy terms say they'll only settle a claim if payments are up to date.

Mr H complained. But Chubb didn't change their position. So Mr H brought his complaint to the Financial Ombudsman Service. He told us he thought his phone should be replaced. And he said entries had been made on his credit file saying he owed over £1,400.

Our investigator reviewed the information provided by both parties and concluded Chubb didn't need to do anything different to resolve the complaint. She was satisfied the policy made clear that claims wouldn't be settled if a customer was behind on their premium payments. And she'd seen evidence this was the case.

She also noted that a number of Mr H's concerns related to the contract he had with his mobile phone provider – including how he could settle what he owed. She said we couldn't comment on that.

Mr H wasn't didn't agree with our investigator's view. So the matter's been passed to me to make a decision.

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 that, I'm not upholding Mr H's complaint. I'll explain why.

I can see from what I've considered that, while Chubb provided the insurance for Mr H's mobile phone, his contract provided his provider would collect a single amount, including the premium, his airplan, phone and add-ons. To be clear, I can't look at any issues Mr H has with his provider – only the issues relating to his insurance claim. So, if he's not done so already, Mr H will need to direct his concerns about payment arrangements and entries on his credit file to his provider.

In relation to his insurance claim, I've considered the policy terms and conditions. Under the section headed "*How to make a claim*", the policy says:

"We won't be able to settle a claim if you're behind on your premium payment paid via your Airtime Plan monthly payments, so please make sure these are up to date."

I think that's clear. And the same information is included in the Information Product Information Document (IPID), which highlights key information about a policy. So I'm satisfied it was communicated to Mr H.

Likewise, I'm satisfied from the evidence I've seen that Mr H wasn't up to date with payments for his policy. I accept he has concerns with how he was asked to make payment and his mobile phone provider wouldn't accommodate his requests about alternative payment arrangements. But, as I've said, I can't comment on his provider's position. The policy is clear that Chubb won't settle a claim if there are outstanding premiums. The evidence shows me there are. And so I don't think they need to do any more to resolve Mr H's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr H's complaint about Chubb European Group SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 9 January 2026.

Helen Stacey
Ombudsman