

The complaint

Mr S has complained that Assurant General Insurance Limited (Assurant) unfairly declined a claim under his mobile phone policy.

What happened

Mr S made a claim for a lost mobile phone. Assurant asked him to provide documents to support his claim. Mr S provided some of the requested information, but he said that, when he checked, his phone wasn't logged into his iCloud account. Assurant declined the claim because it said Mr S couldn't provide all the requested information.

When Mr S complained, Assurant maintained its decision to decline the claim. So, Mr S complained to this Service. Our Investigator didn't uphold the complaint. She said it was reasonable to decline the claim because Mr S was unable to explain why his phone was no longer connected to iCloud.

As Mr S didn't agree, the complaint was referred to me.

I issued my provisional decision on 15 September 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

When Mr S contacted Assurant to make a claim for his mobile phone, he was asked several questions about what had happened. This included Assurant asking him whether his phone was logged into his iCloud account. He said it was and confirmed that no-one else had access to the account. At the end of the call, Assurant said it would send Mr S an email to request various documents. So, I've looked at the email it sent.

The email said Mr S should provide a:

"Screenshot of the iCloud account showing device registered

Do not remove the device from your iCloud account

There will be a warning pop-up message and if the device is removed from you[r] iCloud account whilst your claim is being assessed, this will impact the claim assessment and may be closed"

In a later email message, Assurant also said:

"There will be warning messages and pop-up messages and if the device is removed this will impact the claim assessment and may be closed if the screenshots cannot be provided

...

iCloud ensures that the data on your device is kept secure. Data stored on your iCloud is encrypted. By removing your iCloud account, anybody can access your device.

If the device is removed from you iCloud account whilst your claim is being assessed, we may close your claim."

When Mr S replied he provided some supporting documents. This included a screenshot of an iCloud account that only showed details of a different phone. Mr S said “I’m trying to log in iCloud and only show this kind of Information I’m not much aware of this kind of thing”. Assurant then closed the claim.

From what I could see, Assurant closed the claim because Mr S couldn’t show his phone was still logged into his iCloud account. So, I asked Assurant what material difference it made to the claim whether Mr S was logged into the account. When Assurant replied, it said it potentially indicated Mr S had given an inaccurate account when he opened the claim because he had said the phone was logged into his iCloud account. However, I’m not currently persuaded that was the case. I’m aware Mr S had told Assurant his phone was logged into iCloud. But when he sent the screenshot of his iCloud account, he said the phone wasn’t now, at the point at which he took the screenshot, on his iCloud account. So, I haven’t currently seen evidence that he changed his account of whether the phone had previously been logged in.

Assurant also told this Service that “any inconsistency in the information provided during the claim process warrants further investigation”. It was my understanding that when Mr S sent the screenshot of his iCloud account that Assurant closed the claim and didn’t carry out any further investigation. I asked Assurant what further investigation it had carried out, but it didn’t respond on this point. It remains my understanding that Assurant didn’t carry out any further investigation.

Assurant also said:

“Based on this representation [that Mr S was logged into iCloud], it was entirely reasonable for us to request supporting evidence—specifically, confirmation that the device had been placed into Lost Mode via iCloud. This step is crucial as it substantiates the claim that the device is missing and ensures it cannot be used by another party if recovered.”

However, looking at what this Service has been provided, I didn’t see any request from Assurant to Mr S about whether his phone was in lost mode. He seemed to be sent a general request about showing the device was registered to his iCloud account. The main reason Assurant seemed to give to Mr S for not logging out of his iCloud account was to keep his data secure. However, Mr S was making a claim for the loss of his phone, not for the data that could be accessed through it. I’m also not persuaded that whether someone else can use the phone if it is recovered is material to the loss.

I think it’s reasonable that Assurant wants to validate the claim and it’s normal that insurers do this. However, I don’t think Assurant has shown that declining the claim based simply on Mr S’s phone no longer being connected to his iCloud account is sufficient reason to do so. I’m not saying this information is irrelevant to the claim and that Assurant shouldn’t have considered it. But I don’t think Assurant has shown it was material to the loss or that, alternatively, it shows the phone wasn’t lost in the way Mr S said.

So, I currently intend to say that Assurant should continue to consider Mr S’s claim. I also think Assurant should pay Mr S £100 compensation for the inconvenience caused to him because of its poor handling of his claim.

I asked both parties to send me any more information or evidence they wanted me to look at by 29 September 2025. Both parties replied before that date. Assurant confirmed it had nothing further it could add. Mr S said he was happy to accept. He also commented on the actions of his bank and that he had changed address.

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 uphold this complaint and for the reasons given in my provisional decision. I'm aware Mr L commented on his bank. However, my decision only relates to the actions of Assurant. I also want to ensure it is clear my decision requires Assurant to continue to consider the claim. I haven't said it needs to settle it. If Assurant decides to settle the claim, I note Mr S wants to ensure Assurant is aware he has changed address should it send him a new device. So, I draw this to Assurant's attention. However, Mr S should also provide this information directly to Assurant.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is decision that this complaint is upheld. I require Assurant General Insurance Limited to:

- Continue to consider Mr S's claim for his mobile phone
- Pay Mr S £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 14 October 2025.

Louise O'Sullivan
Ombudsman