

## The complaint

Miss C complained that Assurant General Insurance Limited trading as Protect Your Bubble (Assurant) did not cancel her mobile phone insurance policy when she requested this.

## What happened

In 2020, Miss C took out a mobile phone insurance policy with Assurant online. In 2025, Miss C complained to Assurant that she had asked it to cancel the policy in 2023, but it had failed to act on this. She also said she had been mis-sold the policy.

When Assurant replied to the complaint, it said that when Miss C had contacted Assurant in 2023, she had been advised to call to manage her account. Miss C asked if she could do this through WhatsApp, but was told this wasn't possible. However, she had been advised that someone else could phone on her behalf. In 2025, Miss C had sent an email to say her 2023 request to cancel the policy had been ignored. It said that at no point did Miss C make a request to cancel the policy. Miss C had also been contacted in March 2024 to remind her she still had policy cover. It said it had found no evidence that Miss C was unaware she was still covered.

Miss C complained to this Service. Assurant then reviewed the complaint and told this Service it should have cancelled Miss C's policy in May 2025 as part of responding to the complaint. It said it would refund three months' premiums at £14.01 and pay 8% simple interest on that amount, which it rounded up to £1.20. Our Investigator put this offer to Miss C, which she didn't accept as a resolution to her complaint. Our Investigator said she thought this was a fair offer. She also said she didn't think Miss C had explicitly asked to cancel the policy and she didn't find evidence the policy had been mis-sold. As Miss C didn't agree, including because she said she had made it clear in 2023 that she wanted to cancel the policy, the complaint was referred 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.

Having done so, I think what Assurant has now offered to resolve this complaint is fair. I will explain why.

Miss C said that in 2023 she told Assurant, clearly, she wanted to cancel the policy, but it failed to do this. She has suggested this was a "ghost policy", for which she continued to pay nearly £5 a month.

Miss C provided the email she sent to Assurant in 2023. This said:

*"... I was not aware this policy was still running. It has been running for almost 3 years with no notification via email. Its only since my last email that I made an online account to access the policy. I would like to know if you can reimburse the last 18 months of payments, [given] the fact the policy has never been used and has been redundant.*

*Failing that, can I switch this policy to cover my... phone instead?"*

Looking at the email, I don't think Miss C made it clear that she wanted to cancel the policy. She asked for a refund of some of the premiums, but that didn't automatically mean she wanted the policy cancelled. She requested the refund because she said she hadn't realised the policy was still active. However, by the time she sent the email, she knew the policy was in place and didn't say she wanted it to end. She also asked whether, instead of receiving a refund, the policy could be used to cover her phone instead. To me, that suggests she may have wanted to keep the policy but have it apply to a different item.

When Assurant replied to the email, it said it needed to speak to Miss C on the phone. As Miss C was abroad, she asked if this could be done using WhatsApp. Assurant said this wasn't possible. However, it said she could arrange for someone to call on her behalf or she could cancel the laptop policy and take out a new policy for the new device. Assurant asked Miss C to let it know how she wanted to proceed. Miss C didn't reply to the email and didn't contact Assurant by phone. I think it was clear from this communication that Assurant needed Miss C to decide what she wanted to do and for her to let it know. As Miss C didn't contact Assurant, I think it's reasonable that it didn't take further action and the policy wasn't cancelled.

Miss C has said she was mis-sold the policy and that she had only recently found out accidental loss and breakdown wasn't covered by the policy. She said she had taken out the policy specifically because she wanted this cover. When taking out an insurance policy, customers should be given information that's clear, fair and not misleading. So, I've thought about this in that context.

Miss C took out the policy online in March 2020. It was a non-advised sale, which meant Assurant needed to provide enough information for Miss C to make an informed decision about whether the policy met her needs. Assurant provided a screenshot from its website, which it has said is what a customer would have seen in 2020. This showed a short summary of what cover was included in the policy, which included damage and breakdown. It included a statement that said:

*"Loss Cover*

*Loss cover is not available for laptops, MacBooks, desktop PCs or PC monitors."*

I think this was sufficiently clear at the point of sale that the loss of a laptop wasn't covered. But, for completeness, I also asked Assurant to show me what a customer was shown about adding loss cover to an item such as a mobile phone. It provided a screenshot that showed an additional premium was listed for loss cover and a customer had to opt into the cover. So, I'm persuaded the sales process also didn't give the misleading impression that Assurant automatically provided loss cover.

Assurant has confirmed the wording Miss C was sent when she took out the policy and each time it renewed would have remained the same. Looking at the email, it included a table that listed the laptop as the item covered and then said "*Loss Cover Included: No*". In the column that showed the excess for each type of claim, for "*Loss*" it said "*N/A*". I think it was clear the laptop wasn't covered for loss.

I've also looked at the policy booklet that was in place at the time Miss C took out the policy. The policy booklet remained the same at each renewal. On page 3 of the booklet, it explained what devices were covered for, which included "*Loss (where you have chosen to pay an additional premium for this cover)*". In the wording immediately next to that it said:

*“Loss of your gadget is only available where you have chosen to pay the additional premium and will be detailed on your schedule of insurance. Loss cover is not available for Laptops, MacBooks, TVs, desktop PCs or PC monitors”.*

Page 4 explained what wasn't covered under the policy. At the top of this page, it said *“Cover for loss is only applicable if you have selected this additional level of cover”*. A table also explained what wasn't covered. The third item was *“Loss of your gadget where you have not selected this cover”*. The description for this said:

*“All of our policies have the option to select additional cover for loss for an increase in cost, unless you are looking to insure a laptop, Macbook, TV, Desktop PC or PC Monitor*

*If you have one of these gadgets or have not selected to cover the loss of your gadget then this is not covered under any circumstances.”*

I think the policy clearly explained, in more than one place, loss wasn't automatically covered under Assurant's policies and that this type of cover was never provided for laptops.

Having looked at the sales process and the documents provided, I'm satisfied the policy wasn't mis-sold.

When the complaint came to this Service, Assurant reviewed the complaint again. It decided that as part of responding to Miss C's complaint, it should have cancelled the policy. As the complaint was made in May 2025, it calculated the premiums paid since that date as £14.01. It added 8% simple interest to that amount which it calculated as £1.20 when it rounded this up. This was a total of £15.21. Assurant confirmed it had also now cancelled the policy. In the circumstances, I think that was reasonable and I require Assurant to refund Miss C £15.21. I think this is a fair resolution to this complaint.

### **My final decision**

For the reasons I have given, I uphold this complaint in part. I require Assurant General Insurance Limited trading as Protect Your Bubble to refund Miss C £15.21.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 26 March 2026.

Louise O'Sullivan  
**Ombudsman**