

## The complaint

Mr A has complained that Assurant General Insurance Limited unreasonably refused to deal with his claim under his mobile phone policy when his mobile phone in his bag was stolen.

## What happened

Mr A made a claim to Assurant for the loss/theft of his mobile phone on 7 April 2025.

As English wasn't Mr A's first language, there was a language barrier. Assurant put his claim on hold until Mr A was able to find an interpreter and then his claim was assessed via a telephone call on 16 April 2025. Assurant declined it because it said the information given on this call was contradictory and that indicated the loss didn't happen as Mr A said it had.

Dissatisfied, Mr A brought his complaint to us. However the investigator didn't think Assurant had done anything wrong. Mr A disagreed so his complaint has been passed to me to decide. Mr A is particularly aggrieved that Assurant didn't provide a translator for him. And so he believes that then caused the distortion of the facts of the matter.

## 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'm not upholding this complaint. I do understand and appreciate that Mr A will be very disappointed, so I'll now explain why.

First, in insurance law in the UK, it is for the claimant, as in Mr A, to show that his claim met the policy conditions. That isn't the job of the insurer such as Assurant here to do on Mr A's behalf. Therefore the onus and responsibility to prove that the claim meets the policy conditions is Mr A's alone.

The policy says the following:

*'When you buy this insurance policy you agree to be bound by these terms and conditions, the welcome email (which contains your certificate of insurance) and the IPID.*

...

*In order to be eligible for this insurance, you must either:*

- (a) have a Vodafone Airtime Plan and/or a Vodafone Device Plan (a "**Vodafone EVO Plan**")*; or
- (b) be connected to the Vodafone network and have a Vodafone Pay Monthly Price Plan for your handset, watch or tablet (a "**Vodafone Plan**")*; or
- (c) be connected to the Vodafone network through a SIM only airtime plan (a "**Vodafone SIMO Plan**")*

Under the 'fraud' section of the policy it says the following:

*'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.*

*If false or inaccurate information is provided and fraud is identified then we may:*

- *Reject the claim and we may cancel your policy. If an excess has been paid this will be returned.*
- *Report you to relevant authorities and take legal action, if necessary, to recover any money already paid to you under this insurance policy.*
- *Pass the details onto your network or our distribution partner providing this service as part of a wider offering.*
- *Share details of the fraudulent claim with a number of industrywide fraud prevention databases. A list of participants and the name and address of the operators are available on request.*
- *Pass details to fraud prevention agencies.*

*Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:*

- *Checking details on applications for credit and credit related accounts or facilities.*
- *To prevent and detect fraud.*
- *Managing credit and credit related accounts or facilities.*
- *Checking details on proposals and claims for all types of insurance.*
- *Checking details of job applicants and employees.'*

#### *The translator issue Mr A raised*

So dealing with the translator issue which Mr A has raised first, Assurant kept his claim on hold to enable Mr A find someone to help with translating the questions Assurant needed to ask Mr A in order to make a decision on his claim. The policy doesn't say that translation services will be provided as part of the claims process, so essentially Assurant weren't under any duty to provide any translation service to Mr A. I think it was good enough that it kept Mr A's claim on hold whilst he found his own translator.

I've also listened to the call recording. At no time did it appear, that the translator chosen by Mr A, didn't understand any questions asked. Mr A raised the point that his translator's Arabic wasn't very good but that can't be the fault of Assurant given Mr A chose this translator. Had Mr A come back to Assurant explaining he had difficulties in finding a translator, then I might have considered things differently but Mr A never did anything of that nature.

I think that if it was clear in the call recording, for example that the translator didn't understand the questions being asked or that the answers then given didn't make sense to the questions asked, then it would have been for Assurant to halt the proceedings so the translation issue could be sorted out.

However that wasn't at all evident in the call recording. Assurant's adviser talked clearly and slowly and repeated things several times to ensure it was clear what information was required. So there is no evidence to show me that either Mr A or his translator didn't understand anything. The translation issue was only raised after Mr A's claim was declined

too. Again in order to make a successful claim, it remains for Mr A to prove that his claim met the policy conditions.

#### *The information given in the call recording*

Assurant's adviser was clear in explaining that the questions she was going to ask must be answered honestly and she was clear about the consequences of not doing so.

Mr A through his translator confirmed this phone was connected to the iCloud. However in common with all mobile phone insurers, Assurant has access to the varying phone networks to confirm these things and its evidence was that this phone was not activated at the time Mr A said his bag was stolen. Without the phone being activated it's not possible to connect it to the iCloud.

Mr A through his translator also confirmed that the phone was used for personal use and uses varying apps for social media, banking etc. However that would mean that the phone would have had to have been activated as otherwise these apps can't operate.

Then Mr A through his translator said there was no SIM in the phone at the time of the theft. But he also confirmed the phone had been used with Wi-Fi also. This initially showed that the phone had been used. Later after his claim was declined, Mr A said his phone was still in the box and hadn't been used at all.

All this information is inconsistent. Once information is seen to be as inconsistent as this it does permit Assurant to decline a claim as obviously some of the answers aren't correct given they contradict each other.

#### *Conclusion*

So taking all this together, it's not clear to me that Mr A has proved his claim met the policy conditions, given the inconsistent answers to the questions Assurant asked. He also never asked Assurant to help him find a translator if he thought his friend's Arabic wasn't good enough, which he now says is the case.

Given all this, I don't think Assurant has done anything wrong in declining his claim given the policy conditions which Mr A agreed to in buying the phone.

#### **My final decision**

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 6 February 2026.

Rona Doyle  
**Ombudsman**