

## **The complaint**

Ms G complains that Aviva Insurance Limited declined a claim she made under her mobile phone insurance policy.

Reference to Aviva includes its claim handling agent.

## **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.

Our investigator thought Aviva acted fairly and didn't need to take any further action. I agree, and for the same reasons, so I don't think it's necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Ms G got in touch with Aviva to make a claim after her mobile phone was stolen.
- Aviva declined the claim by relying on a policy term which says, in summary, that Ms G had to enable any locking or location-finding feature on the phone. In her circumstances, that meant activating a 'Find My Phone' application and going on to mark the phone as lost in order to block others from accessing it.
- I think Ms G has accepted she didn't do this. I understand she removed the phone from her account, which meant she couldn't activate the application.
- Ms G says she did this in good faith and under advice from the Police and her mobile phone provider in order to protect her personal information stored on the phone from being accessed by others. She also says the theft, and her circumstances at the time, left her in shock and feeling vulnerable – unaware the action she took could undermine her claim. And she says she wasn't aware of the relevant policy term.
- From the information Ms G has provided, I haven't seen any evidence to show she was advised by the Police or her mobile phone provider to remove the phone from her account. As our investigator noted, the mobile phone provider advises users not to do that until a claim has been settled. But, even if either party did advise Ms G to take this action, there's no suggestion Aviva advised her to do this or otherwise contributed to her being unable to activate the application. So I don't think it's been shown that Aviva impacted Ms G's ability to comply with the policy terms.
- I'm satisfied Aviva's policy terms are clear that this is a step Ms G must take in order to be covered for theft. Conditions along these lines are commonly found in mobile phone insurance policies. So I don't think Aviva's policy is unusual. And Aviva has shown this particular term has been in the policy for many years prior to the claim. So I'm satisfied Ms G ought reasonably have been aware of the term.
- Taking all of this into account, whilst I have no doubt it was a difficult time for Ms G, and she may simply have been trying to limit the risk of her data being accessed, I

haven't seen anything to suggest Aviva acted outside of the policy terms or otherwise unfairly. As a result, I'm satisfied it was entitled to decline the claim.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 18 March 2026.

James Neville  
**Ombudsman**