

The complaint

Mrs O has complained that Assurant General Insurance Limited unfairly and unreasonably declined to pay her claim for her daughter's stolen mobile phone under her mobile phone policy. She has also complained that Assurant called her a liar.

What happened

Mrs O's daughter was on a school sports trip abroad starting on 8 April 2025 and returning to the UK on 12 April 2025. On 11 April her daughter left her phone in her shoe in what transpired to be an unlocked changing room while she was playing football for two hours. There was nowhere else for her daughter to leave it.

On returning to the changing room the daughter found her phone was missing. So it was reported to the police and Mrs O said she has done everything the policy requires to support her claim to include advising her teacher over What's App on what to do at the time.

Assurant declined Mrs O's claim saying she had given false or inaccurate information. This was because the evidence from the network provider showed the phone was used on 17 April which was after her daughter had returned to the UK. Given the phone was protected by a passcode and Face ID this should not have been able to happen. More so as Mrs O had been advised to leave the phone in lost mode from 16 April. The sim however hadn't been blocked until 24 June.

Mrs O brought her complaint to us.

Subsequently, throughout the investigation, Mrs O contacted the network provider and as it was a pay as you go phone, she had to register the phone with the network provider. She wanted to find out where the phone was used as Assurant wouldn't tell her this. The network provider said the sim was last registered on 15 June in the country where Mrs O's daughter lost it.

Assurant said this information doesn't confirm if the sim in question was an original or a replacement. And this information doesn't specify the device or service with which the sim was being used. So given the sim wasn't blocked until 24 June, this delay raises further questions over the timeline of events and the handling of the matter. So its position remained unchanged.

The investigator was of the view that the policy term at issue and the reason why Assurant declined this claim said, that when false or inaccurate information was provided fraud then had to be identified in order to permit Assurant to decline the claim.

The investigator was of the view that Assurant hadn't identified any fraud. And that Mrs O had proved her claim namely that the phone was stolen and it was duly reported to the police and the venue where her daughter was playing football. Furthermore the policy terms recommended turning on the location finder functionality along with barring the sim. Whilst Assurant said it was important to do these things, they had no bearing on whether the phone

was stolen.

Also, Assurant had provided no information that the phone wasn't stolen on 11 April either. Or that Mrs O's daughter somehow retained the phone given it was used in Spain on 17 April and 15 June when Mrs O's daughter was clearly back in the UK. So he was persuaded the phone was lost or stolen abroad and remained there after Mrs O's daughter returned. Hence he felt Mrs O was entitled to claim for the loss of the phone. So he thought the complaint should be upheld.

Assurant disagreed so Mrs O's complaint has been passed to me to decide.

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 upholding this complaint along the same lines as the investigator. I'll now explain why.

The salient clause which Assurant is relying on to decline Mrs O's claim is the following:

'If false or inaccurate information is provided and fraud is identified, then we will:

- *Not honour the claim and we will cancel your policy. If an excess has been paid this will not be returned, as this is to cover administration costs.'*

So essentially the burden is on Assurant to show that false or misleading information was given in the first place and **then** it needs to identify fraud. It also needs to show both before it can use the clause to not honour the claim.

I don't think Mrs O has given any false or misleading information. She was informed the phone was missing by her daughter and teacher which we can see by the What's App messages she disclosed and then she directed the teacher on what to do by ensuring it was reported to the police there and then. She was obviously in the UK when her daughter was abroad with her school and teachers in attendance.

It's clear from the information that the network provider gave to Mrs O when she made further enquires and registered the phone with them, that the phone remained abroad but that Mrs O's daughter was back in the UK given she had returned from the school sports trip. So the phone was obviously lost or stolen in that two hour period when Mrs O's daughter was playing football. We have no information on what might have happened in that two hour window. We don't know if the phone was open at the time Mrs O's daughter put it in her shoe and it was stolen immediately. Mrs O's daughter said she had it protected by a passcode and face ID, however we don't know if the thief managed to see her enter in the passcode and then stole the phone when she went out to play her football on this sports trip. In either of those situations, for example, the thief then could have had a working phone when they took it.

Clearly the phone was used on 17 April and 15 June in the country where Mrs O's daughter was at the time of the theft, but obviously that wasn't by Mrs O's daughter either as she was back in the UK. Assurant said it wasn't sure if it was the same sim being used. I can't see that Mrs O or her daughter would know this either. But if the thief managed to steal the phone when it was open or had seen Mrs O's daughter input the passcode then they could have changed the sim anyway.

The fact of the matter is that I don't think that Assurant have discharged their burden of proof to show that Mrs O or her daughter gave any false or inaccurate information and more importantly Assurant hasn't shown me how Mrs O could have been fraudulent. She wasn't in the country when the phone was stolen. The phone is clearly stolen as it was used after Mrs O's daughter returned home with her school. Mrs O has done everything required of her under the policy as the investigator outlined in his view.

Therefore on balance I consider this phone was likely stolen from the shoe of Mrs O's daughter when she went out to play football. I consider it's very possible given the further usage of the phone that the phone was either open or more likely the thief saw Mrs O's daughter input the passcode which could explain why it was capable of being used later after Mrs O's daughter returned home. I've seen no evidence of any false or misleading statements by Mrs O and I've seen no evidence of fraud either.

I consider that Assurant's allegations has caused Mrs O some considerable distress and upset. I agree with the investigator that compensation should be awarded. Our approach to compensation is more fully detailed on our website. The sum suggested by the investigator of £350 is in line with our approach, consequently I consider it's fair and reasonable.

My final decision

So for these reasons, it's my final decision that I uphold this complaint. I now require Assurant General Insurance Limited to do the following:

- If the policy has been cancelled, it should be reinstated for the remaining term.
- Remove any internal or external report of the cancellation or any fraudulent activity relating to its decision to decline the claim.
- Reconsider the claim in line with the remaining policy terms.
- If the claim is settled by a cash settlement rather than replacement, Assurant should include 8% annual simple interest from the date of the original claim decline to the date payment is issued. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mrs O for HMRC purposes.
- Pay £350 compensation to recognise the distress, inconvenience, and offence their decision caused Mrs O.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 14 January 2026.

Rona Doyle
Ombudsman