

## **The complaint**

Mr S is unhappy that Chubb European Group SE (Chubb) declined his mobile phone claim. He's also unhappy with how the claim has been handled.

## **What happened**

Mr S took out a mobile phone insurance policy in March 2025, underwritten by Chubb. The policy provides cover for replacement of the mobile phone if it is lost or stolen.

On 11 April 2025, Mr S lost his mobile phone. On the same day, he got in touch with Chubb to make a claim. An interview took place on 16 April 2025.

Chubb asked for further information from Mr S to validate the claim. It wasn't satisfied with the information Mr S provided so the claim was subsequently declined. Chubb said, it would review the claim if Mr S sent the information, it had asked for.

Mr S made a complaint, but Chubb maintained its position.

Unhappy Mr S brought his complaint to this service. Our investigator upheld the complaint. She said the additional information Chubb asked for didn't change the fact that the device was blocked and couldn't be used. And Mr S had promptly provided all of the information Chubb had requested as set out by the policy terms and conditions. So, she didn't think the claim hadn't been fairly declined. Our investigator recommended that the claim is re-opened and actioned in line with the policy terms and conditions. But if Chubb considers the claim should be declined then it would need to refer to the specific policy terms and conditions to explain why it was declined. An award of £100 compensation was also recommended for the delays caused in handling the claim.

Chubb didn't agree and asked for the complaint to be referred to an ombudsman. So, it's been passed 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'll be upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS').

ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.

I've started by looking at the relevant terms and conditions of the policy. Page 8 and page 9 refer to the information the insurer requires to handle the claim. This states:

*'Information about your device*

*We'll ask you for the IMEI number, or serial number. You can find this on the box your device came in....*

*If you can't give us the IMEI number or serial number, we'll ask you to give us the make and model, the colour and how much memory your device has....*

*Information about your claim*

*We'll ask you to tell the time and date your device was lost, stolen or damaged....*

*If you can't give us this information, we won't be able to deal with your claim.*

*If you make a claim for Loss or Theft, your lost or stolen device will be added to a block list by EE. This means that your lost or stolen device will be blocked from using all UK mobile networks to make calls, send texts or access the internet.'*

Based on the above, Mr S was required to provide Chubb with the required information. I note he did this. There's no dispute about Mr S providing the above information and Chubb accepting this. The correct IMEI number had been confirmed, it was added to the block list and Mr S provided the time and date the device was lost.

Chubb asked Mr S to provide additional information. It asked him to provide a certificate to prove the loss and a screenshot of the location of the phone. Chubb wasn't satisfied with the location showing on the screenshot as it showed a '*live location*' rather than a '*past location*'. Mr S explained that the new device was being shown on this rather than the lost one. The screenshot also didn't show the make, model or IMEI number that corresponded to the lost phone. Chubb said the information provided by Mr S needed more detailed proof and it wasn't sufficient to show that his phone was lost. So, it declined the claim.

The policy terms and conditions are clear that Mr S would need to provide specific information and take a set number of actions when a phone is lost. Whilst I can see that copies of the screenshots don't provide the additional information Chubb asked Mr S for, I'm not persuaded that this is enough for the claim to be declined. Chubb hasn't explained why it needs this additional information even though the policy terms and conditions for what's required on a loss claim are clear. And I can't see that Chubb has referred to the terms it is relying on to decline the claim.

Mr S provided the information to Chubb in line with the policy requirements. I appreciate that Chubb required additional information to confirm the location screenshot corresponds with the specific model details of the lost phone. Mr S explained why this information doesn't show the specific details, but Chubb isn't satisfied with the explanation. Chubb says the information provided doesn't sufficiently confirm the circumstances of the loss.

In the circumstances here, I'm not satisfied that Chubb has explained on what specific terms it's relying on to decline the claim. Mr S co-operated and provided the additional information. Whilst it says the information isn't sufficient, it's required to show why it's not sufficient pointing to the relevant terms. I'm not satisfied it's done this overall and I think Chubb did have enough information to assess the claim fairly. I think Chubb therefore needs to reconsider Mr S's claim, in line with the remaining terms and conditions of the policy. It is of course open to it to make any further enquiries that are necessary. But I don't think it's reasonable for it to use the reasons it has given, on this complaint, to justify the decision to decline the claim. Ultimately, an insurer is required to assess a claim based on what's set

out in the policy terms and conditions. I'm not satisfied Chubb has done this or treated Mr S fairly in the circumstances.

I've thought about the service Chubb has provided to Mr S. I note Mr S did provide all the information Chubb required as per the terms and conditions of the policy promptly. I can't see that Mr S caused any delays. Whilst it's not unusual for a business to ask for more information to validate a claim, I don't think Chubb has explained why it's asked for this information and on what basis it did this. I note Mr S had use of another phone, but he also had to chase for updates on the claim a few times. I consider that there's been some avoidable delay caused by Chubb and inconvenience caused to Mr S in the handling of the claim. I think a £100 compensation award for the distress and inconvenience caused to Mr S is fair and reasonable here.

### **Putting things right**

I direct Chubb to do the following:

- Re-asses the claim in line with the policy terms and conditions.
- Pay Mr S £100 for the distress and inconvenience caused to him for the handling of the claim.

### **My final decision**

For the reasons given above, I uphold Mr S's complaint about Chubb European Group SE.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 February 2026.

Nimisha Radia  
**Ombudsman**