

The complaint

Mr K is unhappy that Aviva Insurance Limited (Aviva) declined his mobile phone insurance claim.

What happened

Mr K has a mobile phone insurance policy through his bank current account provider. The policy is underwritten by Aviva.

On 14 March 2025, Mr K submitted a claim to Aviva for a stolen mobile phone. He provided Aviva with a screenshot from the device's location map showing the last known location of the phone. He also reported the theft to the police and arranged for the phone to be blocked by the network provider.

Aviva asked for further information and once received, assessed the information Mr K provided. It declined the claim. It said the status of the phone changed and the only way this could have been done was by using the handset itself which needed to have physically been in Mr K's possession. Aviva said the evidence showed the phone wasn't stolen.

Unhappy Mr K brought his complaint to this service. Our investigator didn't uphold it. She didn't think the claim had been declined unfairly by Aviva.

Mr K disagreed 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 won't be upholding the complaint. I'll explain why.

- The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the evidence, to decide whether I think Aviva handled Mr K's claim fairly.
- The terms and conditions of the policy state that Aviva may ask for additional information and documentation to assess the claim. And failure to provide and relevant and requested information may result in the claim being refused. The claim may also be refused if false or inaccurate information is provided.
- Aviva received the claim on 14 March 2025 and once the initial checks were completed, Mr K was asked to provide additional information.
- When Mr K sent the screenshot of his phone on 14 March 2025, this showed the

location as 'pending erase', which meant that the phone was offline. On 18 March 2025, the checks conducted by Aviva confirmed that the location app on the phone was 'not active'. And when further checks were conducted on 20 March 2025, the device had been changed to 'lost mode'.

- Aviva says the status could only have been changed if the mobile phone was in Mr K's possession. This is because the setting on the phone couldn't be activated remotely unless the location app was enabled before the phone was lost. Aviva explained that for the phone to show a change from 'not active' to 'lost mode', the location app needed to have been enabled first. And the evidence shows the app must have been enabled around 18 March 2025 and for this to happen the phone had to have been in Mr K's possession. This would have been the only way to activate the location app and enable the 'lost mode' on 20 March 2025 - by using the device itself as this setting is tied to the device itself.
- I've looked at the manufacturer's instructions, and this confirms that the feature can only be turned on via the device itself and cannot be done via the 'cloud' or from another device if it wasn't already active.
- Mr K says the location feature on the phone was turned on 14 March 2025 - the day after the phone was stolen. However, the screenshot he provided to Aviva only shows that the phone was still linked to the account. There's no clear evidence or explanation why or how the phone showed as 'not active' on 18 March 2025 and then changed to 'lost mode' on 20 March 2025. I think Aviva's explanation for what happened is reasonable here.
- From what I can see, between 14 March 2025 to 18 March 2025, the phone was removed from Mr K's account. And between 18 March 2025 and 20 March 2025, the phone changed from being 'not active' to being in 'lost mode'. Whilst Mr K has provided his explanation, this doesn't tie in with the fact that the phone location app could only be reactivated if the phone was in his possession. I haven't seen any explanation for this. So, in the absence of this, I can't reasonably say that Aviva has treated him unfairly.
- Mr K said the validity of the evidence provided by Aviva is in doubt. I've thought about this, but the data source is commonly used by insurers and is trusted in the accuracy of information it provides. So, I don't think Aviva has provided information that is unfair or unreasonable.
- Overall, I'm not persuaded that Aviva has declined Mr K's mobile phone claim outside the terms and conditions of his policy or that it was done so unfairly or unreasonably. I'm sorry to disappoint Mr K but it follows that I don't require Aviva to do anything further.

My final decision

For the reasons given above, I don't uphold Mr K's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 10 February 2026.

Nimisha Radia
Ombudsman