

The complaint

Mr M has complained that Starr International (Europe) Limited ('Starr') unfairly declined a claim under his mobile phone policy.

What happened

Mr M made a claim for the theft of his mobile phone. Starr assessed the claim and spoke to Mr M to ask him what had happened. Following this, Starr continued to assess the claim. It then wrote to Mr M and declined it. It said Find My iPhone hadn't been active on the phone and had now been activated. Mr M had said the phone had security on it, so Starr said this indicated the phone was in the possession of Mr M or someone who knew the security.

When Mr M complained, Starr maintained its decision to decline the claim. In its complaint response, it said that during the claim it had asked for proof of the phone being barred, screenshots of the mobile device tracking showing the last known location, a police crime reference number and a police report. Mr M had phoned Starr and said he couldn't provide this because the phone had no SIM card in it. Mr M then provided a proof of blacklisting for the phone. Mr M was asked to provide the other requested documents and information. Mr M then provided a crime reference number. But he said he couldn't provide the Find My iPhone tracking because he hadn't created an iCloud account and linked it to the device. Mr M was asked for evidence of phoning the police following the incident, which he provided. Mr M also resubmitted the same documents as previously, which were the proof of blacklisting and a crime reference number. Following Mr M making his complaint, the claim had been reviewed. Starr tried to speak to Mr M but was unsuccessful. It then declined the claim. It said when Mr M first made the claim, Find My iPhone wasn't activated. However, when it carried out a more recent check, it showed it was activated. This could only be done via the device itself. Mr M had told Starr the phone had security features on it. This indicated the phone was either with Mr M or with someone who knew the security on it. Following this, Mr M had again said he had submitted all the required documents. He also said he hadn't inserted a SIM card, applied any proper security settings or linked it to his personal email account.

In its complaint response, Starr also said Mr M had a phone stolen and then replaced shortly before the most recent incident. So, it said it was unable to understand why Mr M deliberately chose not to insert a SIM in the new phone or link it to his iCloud account. It also said Mr M had told a claims handler that he had used a PIN to lock the device. But later said that he hadn't applied any security settings. So, this was a contradiction. Mr M had also said he had provided all the required documents, but Starr hadn't received the Find My iPhone information or an online timeline history. The policy conditions also required that the device must be used with a SIM from a particular network provider. The policy also required that a policyholder respond honestly to any requests for information. It said it was unable to approve the claim. However, it offered £50 compensation for issues with providing Mr M with some updates on the claim.

When Mr M complained to this Service, our Investigator didn't uphold the complaint. She said Mr M had been asked for a range of information. Following a full review of the claim, Starr found that Find My iPhone hadn't shown as being activated at the start of the claim.

However, it later showed as activated. Mr M had also said he hadn't inserted a SIM or linked it to his email account or the iCloud. Mr M had told Starr that he was using a PIN on the device, but later told Starr that he hadn't applied any security features. There were therefore inconsistencies in Mr M's account of what had happened. He also hadn't provided some of the requested information. She said it was reasonable for Starr to decline the claim and to offer £50 for the issues with its handling.

As Mr M didn't agree, the complaint was referred 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.

Mr M made a claim for a stolen phone. This was replaced. A few days after he received the replacement device, he made a claim for another stolen phone. The second incident and claim is the one that is the subject of this complaint.

The policy said:

"In order to approve your claim you must provide us with any documentary evidence, invoices, and/or receipts that can be reasonably expected in support of your claim. In the event this information is not supplied, we reserve the right to deny your claim."

So, the policy explained that a policyholder was required to provide information to support their claim. I don't think that is unusual.

Mr M was asked to provide a range of information. This included evidence of his and his device's location at the time the phone was stolen. I think it was reasonable for Starr to request this information. Mr M has said he is unable to provide this information because his phone didn't have a SIM card in it and it wasn't linked to his iCloud account. I note that when Starr asked for this information, it said Mr M could provide other evidence of his location.

In its response to Mr M's complaint, Starr also said, given he had recently had another phone stolen, it couldn't understand why Mr M had deliberately decided not to insert a SIM into the phone or link it to iCloud. It also invited Mr M to provide further information if he wished to do so. So, I think Starr explained its concerns and gave Mr M a further opportunity to respond.

However, I note that the main reason Starr declined the claim was because when Mr M first made the claim, Find My iPhone wasn't activated on the device. Starr checked this again when it was dealing with the complaint. It found that Find My iPhone was now activated. Starr explained to Mr M that he had previously said he had activated the PIN on the device to secure it. I listened to the phone call in which Mr M was asked about the security on his device. He initially said security features hadn't been activated. He then corrected this and said PIN security had been activated on the phone. He also said he had used Find My iPhone to try and locate his phone and it had shown it as at his home address. So, based on what I heard, Mr M told Starr that security had been activated on his device. I've also seen an email Mr M sent after the claim decline in which he said no security features had been activated on his phone.

I think it was fair that Starr decided there were contradictions in Mr M's account. The information Mr M originally provided indicated that his phone was secured by a PIN. Mr M later said no security features had been activated on his phone. Based on the information available to it, I also think it was fair Starr assessed that for Find My iPhone to have been

switched on after it was reported stolen, the phone was likely to be in Mr M's possession or of someone who knew the PIN to the phone. Starr explained to Mr M that Find My iPhone could only be activated on the device itself.

Starr also offered Mr M £50 to address the issues with the claim, including it not phoning Mr M at the agreed times. In the circumstances, I think that was fair. It's my understanding that Starr hasn't paid this money. So, it should now do so. However, I don't require it to pay anything in addition to what it offered in its complaint response or to take any further action in relation to this complaint.

My final decision

Starr International (Europe) Limited has already made an offer to pay £50 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Starr International (Europe) Limited should pay £50, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 January 2026.

Louise O'Sullivan
Ombudsman