

The complaint

Mr S complains that Assurant General Insurance Limited unfairly declined a claim under his mobile phone insurance policy.

Where I refer to Assurant, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

- Mr S holds a mobile phone insurance policy, underwritten by Assurant, as part of his packaged bank account.
- In September 2025, Mr S lost his phone. He says he was travelling on a bus with his brand-new iPhone 17 Pro Max still in its box as he was taking it to a shop to have a screen protector fitted. It was in a shopping bag on the seat next to him, and when he got up to leave, he accidentally left it behind. Mr S contacted the bus company but wasn't able to recover the phone, so he made a claim on his insurance policy.
- Assurant declined the claim on the basis that it wasn't satisfied Mr S had taken reasonable care of the phone in line with the policy terms and conditions.
- Mr S didn't think this was fair and he's unhappy that Assurant has implied he was careless. He raised a complaint, which he brought to our Service.
- Our Investigator was satisfied Assurant had handled the claim in accordance with the policy terms and hadn't treated Mr S unfairly.

As Mr S didn't agree with our Investigator, the 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've reached the same outcome as our Investigator, and for broadly the same reasons. Before I explain why, I wish to acknowledge the parties' submissions in respect of this complaint. Whilst I've read them all, I won't comment in detail on every single point that has been made. Instead, I'll focus on the key points that are relevant to the outcome I've reached. That's in line with our remit, which is to resolve complaints promptly and with minimal formality.

Mr S' mobile phone insurance policy says he is covered if his phone is lost or stolen. As with all insurance policies, this is subject to terms, conditions, and exclusions. The policy says:

“What you are NOT covered for:

Loss, theft, damage or breakdown as a result of not taking care of your mobile phone:

We expect you to take care of your mobile phone. If you don't take care of your mobile phone then we may not accept your claim.

Taking care of your mobile phone means:

- *Not knowingly leaving your mobile phone somewhere it is likely to be lost, stolen or damaged, just think would you leave your wallet or purse there?*
- *If you need to leave your mobile phone somewhere then we expect you to lock it away out of sight if at all possible. If you cannot lock it away then you must leave it with someone you trust or concealed out of sight in a safe place.*
- *Making reasonable enquiries to find your phone if you think you have lost it.*

We will always take into account where you are and what you are doing when we assess whether you have taken care of your phone.”

The policy goes on to give examples of incidents where Assurant has declined a claim for not taking care.

The requirement to take care of the insured device isn't an unusual one and we don't think it's unfair. An insurance policy isn't there to allow a policyholder to take risks they wouldn't usually take as a prudent uninsured person.

I've thought about whether Mr S took reasonable care of his phone in the circumstances of this claim. And I'm not persuaded he did. I'll explain my key reasons why.

Mr S had a brand-new phone still in its box. He opted to put the phone in a shopping bag and place it on the seat next to him on the bus. Given the value of the phone and the risk of theft, I don't think it's unreasonable to expect Mr S to keep it on his person when in a public space. I think a prudent uninsured person would've held the bag on their lap or kept the bag's handles in hand whilst travelling to minimise the risk of leaving it behind or someone stealing it.

I'm mindful the phone wasn't misplaced in an unavoidable or unforeseen way. It was simply forgotten and left behind. Whilst I appreciate this wasn't intentional, it was within Mr S' control to prevent.

Because of this, whilst I sympathise with the position Mr S is now in and the loss he's suffered, I'm not persuaded Assurant acted unreasonably when it said Mr S hadn't taken care of this phone. And as this is a term and condition of cover under the policy, I'm satisfied it was fair for Assurant to decline the claim on this basis.

My final decision

For the reasons I've explained, I don't uphold this complaint.

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

Sheryl Sibley
Ombudsman