

## The complaint

Mr C complains about how Assurant General Insurance Limited has handled a claim under his mobile phone insurance policy.

## What happened

Mr C holds a mobile phone insurance policy as a benefit of his bank account. The policy is provided by Assurant.

Mr C made a claim for a lost phone. To assess the claim, Assurant asked him for supporting documentation, including proof of address. Mr C said he cannot provide this for the registered policy address, as he doesn't live there anymore. He can provide it for his current address, but he's not willing to change his registered policy address, which is the address for his bank account. Assurant said it won't consider Mr C's claim further without valid proof of address, as requested.

One of our investigators reviewed the complaint. Having done so, she didn't think Assurant had acted fairly or reasonably in the circumstances. She thought it should now consider Mr C's claim, based on the information he can provide, and pay him £150 for the distress and inconvenience caused.

Mr C agreed with the investigator's findings, but Assurant didn't. As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in November 2025. Here's what I said:

*"Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.*

*The terms and conditions of Mr C's mobile phone insurance policy includes the following under "How to make a claim":*

*"We will walk you through the simple claims process and tell you what information you will need to provide for us to assess your claim."*

*Whilst the terms don't set out that proof of address is a requirement for a claim, I don't think this is unreasonable evidence for an insurer to request. Assurant has said that it will accept as proof of address a utility bill, council tax letter, electoral register letter, tenancy agreement or HMRC letter dated within the last three months. And this should be either for the registered policy address, or for Mr C's current residential address if he changes the registered policy address to reflect this. This would require Mr C to change his address with his bank to his current residential address.*

*I think the information Assurant has asked for, and the options it has given Mr C, are reasonable. I appreciate he may not be able to provide proof of address for the registered policy address as he doesn't live there. But Assurant has given a reasonable alternative, which is for Mr C to change his address with his bank to reflect his current residential address. This would then update his registered policy address, and Mr C could provide one of the options for proof of address for Assurant to progress the claim.*

*I appreciate Mr C has personal reasons why he's not willing to take this step. But for the reasons I've explained, but based on what I've seen so far, I don't think Assurant has acted unfairly or unreasonably in the circumstances."*

Assurant agreed with my provisional decision, but Mr C didn't. He made the following arguments:

- Assurant already accepted liability for the incident by paying for an accessory. So, it's illogical and unfair for Assurant to validate the claim for the accessory but refuse the mobile phone element.
- Assurant provides contradictory information about how it handles claims, as information on his bank account only requires policyholders to have a UK address where repaired or replaced mobile phones can be sent to.
- Assurant should consider the claim under his registered address and send the replacement phone there. Mr C says he's provided a valid location for the fulfilment of the claim.
- Assurant has never provided a reasonable explanation why it cannot process the claim in the circumstances.

As both parties have now had the opportunity to review and respond to my provisional findings, I'm issuing my final decision.

### **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.

I've considered the points Mr C has raised, but these aren't fundamentally new arguments. Firstly, Assurant has accepted Mr C's claim for the lost mobile phone, same it did for the accessory. It's simply asking for reasonable evidence before it can progress this part of the claim. So, I don't think it has acted inconsistently.

I don't think the information Mr C has referred to is contradictory to how Assurant handles claims. Assurant is simply asking for proof of the UK address. And for the reasons I explained in my provisional decision, I think what it's asked for, and the options it has given, are fair and reasonable in the circumstances. Similarly, this is why I don't think Assurant has acted unfairly when it won't send a replacement phone to an address where Mr C doesn't live, and he can't provide the required proof of address for.

I explained in my provisional decision that I don't think it's unreasonable for an insurer to request proof of address to progress a claim. So, I don't think Assurant needs to give Mr C any further explanation about this than it's already done.

I'm sorry to disappoint Mr C, but I'm not persuaded to change the conclusions I reached in my provisional decision. So, I've reached the same decision, for the same reasons. Overall, I don't think Assurant has acted unfairly or unreasonably in the circumstances.

**My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 1 January 2026.

Renja Anderson  
**Ombudsman**