

The complaint

Mr A is unhappy Assurant General Insurance Limited turned down a claim he made on his mobile phone insurance policy.

What happened

The facts of Mr A's claim are well known to both parties. So, I haven't repeated them in detail here. Mr A complained to Assurant after it declined to pay for his claim for the loss of his mobile phone.

Assurant considered Mr A's complaint but didn't offer to do anything in settlement of it. Mr A was unhappy with this decision, and so brought his complaint to the Financial Ombudsman service for investigation.

The Investigator found that Assurant had acted fairly in reaching its decision on Mr A's claim. Mr A didn't agree with the Investigator's findings. As the complaint couldn't be resolved it has been passed to me for 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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Mr A says Assurant has unreasonably declined cover for his lost mobile phone when he has provided all the evidence requested. Assurant says the evidence doesn't support Mr A's testimony about the loss of his mobile phone and so the loss isn't covered.

As both sides know the full details and circumstances surrounding this case, I won't go over all the finer details here. The relevant rules and industry guidelines say Assurant has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably. The policy includes cover for loss of a phone. But when Assurant assessed Mr A's claim it referred him to the following policy terms:

It is important that when applying for insurance, or submitting a claim you or anyone acting on your behalf must take reasonable care to answer all questions honestly and to the best of your knowledge. Failure to do so may affect the validity of your policy or the fulfilment of your claim.

Mr A's reported the loss of his phone on 2 October 2025. On 7 October Mr A discussed his claim with an Assurant representative. I've listened to this call recording. Mr A describes the circumstances of the incident. He said prior to the loss he'd used his phone for taking photos. Mr A explains the phone was connected to his account and that this was signed into before the incident took place.

Assurant completed its own checks the following day and found that the device had not been activated according to the activation check on the website for the phone manufacturer. Assurant has also provided a screenshot which shows that the device matching the serial and IMEI number to Mr A's, had its warranty activated on 18 October 2025. I've seen Mr A has also provided a screenshot following an IMEI check he completed more recently which shows the warranty for the device matching the IMEI number to Mr A's expires on 17 October 2026. As the warranty is for one year, this also supports that the likely start date of the warranty is 18 October 2025.

From the evidence I have I'm satisfied the activation of the mobile phone manufacturer's warranty usually takes effect from either:

1. The date of purchase; or
2. When the device is first turned on, connected to the internet, and sign in is completed.

The evidence supports that the device matching Mr A's serial and IMEI number was first activated on 18 October 2025- after the date of the loss reported. This doesn't collaborate with Mr A's testimony to Assurant about connecting his device, and signing into his account on the day of the reported loss.

Assurant told Mr A it wouldn't accept the claim because of the discrepancy. For there to be cover for the claim it needs to fall within one of the insured incidents set out in his policy. And the onus is on Mr A as the policyholder to show his claim falls within one of those insured incidents. On balance, I'm not persuaded he has done this.

In this case I'm not persuaded Mr A has showed Assurant that an insured incident covered by his policy took place. So, I think it it's fair and reasonable that Assurant declined Mr A's claim. Having considered everything, I won't be asking Assurant to reconsider, or pay anything in settlement of, Mr A's claim.

My final decision

For the reasons provided I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 April 2026.

Neeta Karelia
Ombudsman