

The complaint

Mr K has complained that Assurant General Insurance Limited (Assurant) unfairly declined a claim under his mobile phone insurance policy.

What happened

Mr K made a claim when he lost his mobile phone while he was on an e scooter. Assurant assessed the claim and declined it. It said Mr K hadn't taken sufficient care of his phone. When Mr K complained, Assurant maintained its decision to decline the claim. It said further care could have been taken to prevent the loss.

When Mr K complained to this Service, our Investigator didn't uphold the complaint. He said Mr K had answered a phone call while he was on the e scooter. He then put the phone in his unfastened jacket pocket. He said Mr K had other options available to him to store his phone, including a different pocket or his backpack. If he had taken one of those options, the phone likely wouldn't have been lost. He said it was reasonable for Assurant to decline the claim.

As Mr K didn't agree, the complaint was referred to me.

I issued my provisional decision on 19 December 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

When Mr K spoke to Assurant about his claim, he explained that he had been riding an e scooter and his phone was in his trouser pocket. He then took a phone call while on the e scooter. When the call ended, he put the phone in his jacket pocket. When he reached the end of his e scooter journey, he found he no longer had the phone.

When Assurant assessed the claim, it declined it. It said Mr K had put the phone in an open pocket and that it couldn't insure that risk. It said he hadn't taken reasonable care and could have put the phone in his back pack, which would have been safer. So, I've thought about this.

The policy said:

"We will always take into account where you are and what you are doing when we assess whether you have taken care of your Device. If we believe you have not taken care of your Device, and have knowingly taken a risk with it, we may decline your claim."

*I've also considered this in the context of the case *Sofi v Prudential Assurance*, which uses a test of recklessness. This explains that it needs to be shown that the insured was aware of the risk and either took no steps at all or took steps they knew wouldn't be adequate to avert the risk.*

I note that during the phone call, Mr K said he had put his phone in his jacket pocket many times before. He also said he sometimes kept other items in that pocket, including his keys. So, I don't think Mr K was doing anything he considered unusual by putting the phone in that

pocket or that he had reason to think an item would likely be lost from it. I'm aware that during the phone call the claim handler said to Mr K that "it can't be considered a safe pocket if you have lost a phone from there". However, that was applying hindsight to the incident. What happened needed to be considered in the context of what Mr K knew at the time. He didn't have that knowledge before the incident happened.

The claim handler also told Mr K that he had somewhere safer to keep the phone, so should have put it in his back pack. However, I don't think it was fair for Assurant to decide that because it considered there was a safer option available, this showed that Mr K putting his phone in his pocket wasn't showing reasonable care. The appropriate test to apply wasn't whether Mr K could have done more, which I think would potentially be a high bar. The test was whether Mr K was aware of the risk but did nothing or took steps he knew to be inadequate. I'm also aware Mr K was on an e scooter at the time of loss, but I'm not persuaded this gave Mr K reason to think his phone was more at risk or that he should take additional measures. Based on what I've seen, Mr K considered it was reasonable to put his phone in his jacket pocket. He had done this many times before without incident and I don't think he had reason to think this would put his phone at risk of loss.

As a result, I currently intend to uphold this complaint and to require Assurant to continue to consider Mr K's claim. I also intend to require Assurant to pay Mr K £100 compensation because of the distress and inconvenience caused to him because of how it dealt with the claim.

I asked both parties to send me any more information or evidence they wanted me to look at by 9 January 2026. Both parties replied before that date.

Mr K accepted the provisional decision. Assurant disagreed with the provisional decision and asked that I review it. In summary, it said:

- In terms of the recklessness test, it believed there was a risk to identify. It was common sense that putting a device in an open unsecured jacket pocket whilst riding an e scooter was not a safe thing to do and was a risk, especially as Mr K had safer alternatives.
- Just because Mr K hadn't lost anything from that jacket pocket previously and claimed he thought it was safe didn't negate that there was an identifiable risk. It asked whether Assurant would be expected to accept all first-time incident claims just because a customer hadn't lost a device in that fashion previously. It said it thought not. The policy terms were clear that a customer must demonstrate reasonable care. In this instance, there were safer alternatives. But, instead, Mr K chose to put the device in a place it was likely to be lost, considering his activity. The terms said this wasn't coverable.

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 uphold this complaint and for the reasons given in my provisional decision. As part of that I've considered Assurant's comments in full. However, these don't change my view about what is a fair and reasonable outcome to this complaint.

My decision is based on the individual circumstances of this claim, the policy terms and conditions and the relevant case law. In Assurant's response to my provisional decision, it quoted the part of the policy that said a policyholder should take care of their device, which meant: "*Not knowingly leaving your Device somewhere it is likely to be lost, stolen or damaged. Just think would you leave your wallet or purse there?*". Mr K previously told this Service that he had carried a range of items in that pocket for years, including his wallet, and that he hadn't previously had a problem. So, I think, even if Mr K had this exact policy wording in mind, he would still have thought it was safe to put the phone in this pocket. He had previously put his wallet in that pocket without an issue.

I've also considered Assurant's comments about Mr K being on an e scooter. It has said this involves "*much body movement*". I've not seen evidence that riding an e scooter requires much body movement and, in my view, might be considered a fairly passive form of movement and transport, possibly even less than involved in walking. I don't think Assurant has shown that Mr K being on an e scooter meant that he should have known to store his phone differently.

So, having looked at this complaint again, I'm not persuaded Mr K knowingly took a risk with his phone and I remain of the view that it was unfair for Assurant to decline the claim.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint and require Assurant General Insurance Limited to:

- Continue to consider the claim in line with the terms and conditions of the policy and on the basis that Mr K took reasonable care of his phone at the time of the incident.
- Pay Mr K £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 5 February 2026.

Louise O'Sullivan
Ombudsman