

The complaint

Mrs M complains about what Assurant General Insurance Limited did after she made a claim on her mobile phone insurance policy.

What happened

Mrs M has mobile phone insurance with Assurant provided as part of a packaged bank account. In August 2025 she claimed for the loss of her phone. Assurant asked for information to show the phone belonged to her. As it wasn't satisfied the evidence showed that to be the case it declined the claim.

Our investigator accepted the phone and a bundled contract were paid for by Mrs M's partner. But she said he'd gifted the phone to her. And the evidence showed her partner had his own phone which was separately insured. The phone that had been lost was linked to Mrs M's iCloud account and he thought it likely it was owned and used by her. He said Assurant should settle the claim in line with the remaining terms and conditions of her policy and pay Mrs M £75 for the inconvenience caused by her claim being wrongly declined.

Assurant didn't agree. It said ownership was fundamental for the policy to provide cover and in this case the purchase had been made by Mrs M's partner. And while the iCloud linking demonstrated usage a device could be linked to multiple accounts or shared among family members. So this wasn't enough to establish ownership in itself. Mrs M's partner was the only person named on the account with the airtime provider for the phone and he retained financial responsibility for it. It thought ownership remained with him.

So I need to reach a 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.

The relevant rules and industry guidelines say Assurant has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

Mrs M's policy says *"to benefit from cover, the mobile phone must be owned by you, and be the responsibility of you, your partner or a dependent child"*. It goes on to explain *"we need to know that the mobile phone, SIM card and accessories you are claiming for are yours. Therefore you will need to provide some form of proof of ownership. You will need to be able to tell us the make and model of your mobile phone."*

We may ask to see something that tells us that the items you are claiming for belong to you and confirms the make, model, memory size and IMEI number of your mobile phone...Proof of ownership could include a till receipt or documentation from your airtime provider. If you don't have any proof of ownership we may decline your claim."

As this term relates to whether an insured event under the policy has taken place it's for Mrs M to show, on balance, that she has a valid claim. And Assurant are right to say this is required in order for cover under the policy to be provided. But it still needs to apply that term fairly and reasonably in all of the circumstances.

In this case Mrs M has been able to provide details of the make, model, memory size and IMEI number of the lost phone. The issue is whether she's evidenced she owns it and is responsible for it. The policy says that can be done through providing a till receipt or documentation from her airtime provider. But those are examples rather than a policy requirement. So the absence of that information wouldn't in itself entitle Assurant to decline the claim.

In any event Mrs M did provide information from the airtime provider and proof of purchase (which in this case is from the same business). That does show it was her partner who bought the phone and the airtime contract is in his name. So I understand why Assurant had concerns as to whether Mrs M did own the phone she'd claimed for.

However, Mrs M says her partner gifted the phone to her. And if that's the case I don't think it's surprising he'd continue to be financially responsible for the ongoing payments for it. I also note the airtime contract includes the lost phone but also covers what I understand is her partner's phone, home broadband and a landline. So it's a bundled package and a household expense. I don't think it's unusual that such a package wouldn't necessarily be in Mrs M's name.

And Mrs M has been clear that the phone was a gift to her; she told us "*I hereby confirm that the phone is purchased by my partner for me*". It's also not in dispute the lost phone was linked to her personal iCloud account (and from the information provided it doesn't appear any other phones were linked to that). I accept that, as Assurant has said, that's not conclusive evidence of ownership. But Mrs M has also shown her partner had his own phone which was separately insured with Assurant. It's not clear to me why, if the lost phone remained in his ownership, he wouldn't have insured it in his name.

Nevertheless, I do appreciate some of the evidence in this case is conflicting. But looking at matters in the round I think Mrs M has done enough to show, on balance, that the lost phone was one she owned and was responsible for. So it follows I think it was unfair of Assurant to decline the claim on the basis she didn't own it. It will therefore need to reconsider the claim against the remaining policy terms. I also agree that having her claim incorrectly declined will have caused Mrs M some avoidable distress and inconvenience and to recognise that Assurant will need to pay her £75.

My final decision

I've decided to uphold this complaint. Assurant General Insurance Limited will need to put things right by doing what I've said in this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 1 April 2026.

James Park
Ombudsman