

## The complaint

Mr G complains about Assurant General Insurance Limited's decision to decline a claim under an accidental damage & breakdown insurance policy.

## What happened

Mr G had an accidental damage & breakdown insurance policy with Assurant that covered his air-fryer (the appliance).

In May 2025, he made a claim for accidental damage. He said he'd put his air-fryer drawer on an electric hob he believed to be shut off. But because he'd inadvertently switched the hob on, it melted the drawer.

Assurant declined the claim because it said Mr G didn't take reasonable care of the appliance and didn't follow the manufacturer instructions.

Mr G was unhappy with Assurant's decision and its failure to register his expression of dissatisfaction. Assurant issued a complaint response in June 2025, where it maintained its decision to decline the claim.

Mr G referred his complaint to the Financial Ombudsman Service. He was unhappy with Assurant's claim decision and that his dissatisfaction had initially been ignored. He wanted his claim to be accepted along with compensation.

The Investigator didn't recommend the complaint be upheld. They didn't think Assurant had treated Mr G unfairly, so they didn't recommend it do anything else.

Mr G didn't agree. He didn't think Assurant had applied the policy terms, or handled his dissatisfaction, fairly.

I issued a provisional decision upholding the complaint and in it I said:

*"The terms of the policy cover Mr G's appliance in the event of accidental damage. But the terms exclude cover for the following:*

*"not taking reasonable care of your product ...using your product in an environment which could materially increase the risk of damage to it ...Improper use of your product... where the product is used outside of the manufacturer instructions..."*

*Given that Assurant has relied on the policy exclusions to decline the claim, I consider the onus is on Assurant to show an exclusion most likely applies. And I'm not persuaded that Assurant has done this here. I'll explain why.*

*Assurant said by using the appliance in the vicinity of a stovetop, Mr G didn't follow the manufacturer instruction and didn't take reasonable care. Mr G has provided a photo to show the location of the appliance. This shows it was placed on a separate worktop, adjacent to his cooker (stovetop) and at the end furthest away from the stovetop.*

*The manufacturer instructions do say not to place the appliance on or near an electric stovetop. I consider this to mean on or immediately next to the stovetop. So I'm not satisfied Assurant has shown the specific position of Mr G's appliance was in breach of this instruction. I also don't consider Mr G's positioning a cooking appliance on a worktop within the kitchen is otherwise unreasonable, so I don't think it's fair for Assurant to say he didn't take reasonable care for this reason.*

*I think it's also important to note that the actual damage (to the drawer) didn't necessarily occur because of the appliance location. Instead, the damage occurred, because Mr G placed the drawer on top of the stovetop, when he believed it to be shut off and cool (but he'd inadvertently turned it on). So I don't consider the location of the appliance itself to be directly material to the loss.*

*Turning to the action of placing the drawer on the stove, I don't consider the action of placing the drawer on a heat-resistant surface, that was believed to be cool, to be unreasonable. Mr G said he'd inadvertently switched the stovetop on. So I think he likely wasn't aware it was hot and therefore couldn't reasonably have foreseen the damage – I've not seen sufficient evidence to persuade me otherwise. For this reason, I don't think it's fair for Assurant to say this amounted to not taking reasonable care. I think it's fair to consider what happened, to be an accident.*

*Overall, for the reasons outlined above, I don't think it's fair in the circumstances, for Assurant to rely on the exclusions relating to reasonable care and improper use, to decline the claim. So I intend to direct it to reconsider the claim without reference to these exclusions.*

*Mr G also complained Assurant didn't register his dissatisfaction when he first raised it. I can see Assurant didn't do this when Mr G first raised his dissatisfaction on 1 June 2025, and only did so on 5 June 2025, after reiterated it a number of times. But given the short period of time before Assurant acted on this, and Assurant's formal complaint response within the allowed time-period under the rules, I think the impact on Mr G was the minor inconvenience of having to chase this for a few days. So I don't consider it appropriate to direct Assurant to pay compensation for this in the circumstances.*

*But because I consider Assurant's decision to unfairly decline the claim would've caused Mr G some avoidable distress and inconvenience, I think it should pay him £75 compensation for this. So this is what I intend to direct it to do."*

Assurant said it accepted the provisional decision. Mr G didn't reply.

### **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.

As neither party has given me anything more to think about, I see no reason to reach a different conclusion to the one I reached in my provisional decision. So I uphold this complaint for the reasons I set out in my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint.

I require Assurant General Insurance Limited to:

- Reconsider Mr G's claim without relying on the exclusions for improper use or not taking reasonable care.
- Pay Mr G £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 March 2026.

Monjur Alam  
**Ombudsman**