

The complaint

Ms S has complained that Assurant General Insurance Limited unfairly and unreasonably refused to accept her claim for the loss or theft of a mobile phone under her mobile phone policy.

What happened

Ms S bought her mother a mobile phone and took out insurance with Assurant. Her mother lives abroad and the phone was delivered just before she was to return home abroad. So the phone wasn't yet properly set up or connected.

Ms S' mother put the phone in her bag which was then located under her seat in a plane for her journey home. The bag might have been zipped but wasn't locked. Obviously Ms S' mother left her seat a couple of times to visit the bathroom on her long flight home. She didn't ask anyone else to mind her bag. Her mother took other things in and out of the bag during the flight. She then realised the phone was missing when she arrived home. She didn't check the phone was still in her bag before she left the plane and only discovered it was missing when she arrived back home to her own house.

So Ms S made a claim to Assurant for the loss or theft of this phone. Assurant was of the view that Ms S' mother hadn't taken proper care of the phone as she was required to do under the policy, so it declined to accept Ms S' claim.

As Assurant wouldn't change its stance, Ms S brought her complaint to us. The investigator didn't think Assurant had done anything wrong. Ms S disagreed so her complaint has been passed to me to decide.

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'm not upholding this complaint. I do understand and appreciate that Ms S will be very disappointed, so I'll now explain why.

When Ms S took out this policy with Assurant she agreed to its terms. Those terms, like every other insurance policy, provides all the duties that the policyholder must follow in order to make a successful claim.

In Ms S' policy with Assurant these are as follows:

'This insurance is offered on the understanding that you will take care of your Device.

Having insurance does not mean you can take risks with your Device that you would not take if your Device were not insured. Doing so may result in your claim being declined.

Further details can be found in the section 'What you are NOT covered for.'

...

Taking care of your Device means:

- *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?*
- *If you need to leave your Device somewhere then we expect you to lock it away out of sight if possible. If you cannot lock it away, then you must leave it with someone you trust or concealed out of sight in a safe place.*
- *Making reasonable enquiries to find your Device if you think you have lost it.*

We will always consider 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.

If you intentionally damage or knowingly leave your Device somewhere you can't see it, but others can, we may decline your claim. Examples of claims we have declined for not taking care of your Device are:

- *In a cafe or pub, you leave your Device on the table when you go to the bar to pick up your drink instead of taking it with you.*
- *Leaving your Device on display in your car or public transport such as leaving it on the table on the train or the seat on the bus.*
- *If you are at the gym and you leave your Device on a bench in the changing rooms rather than taking it with you or storing it in a locker.*

All these examples increase the risk of it being lost, stolen or damaged and may result in your claim being declined. The examples are to help you understand what's covered and are not the only reasons a claim could be rejected.'

Assurant decided that as Ms S' mother left the mobile phone in an unlocked bag under the seat in front of her on the plane without anyone else minding that bag when she left her seat meant she wasn't taking proper care of her phone as the policy required her to do. Plus she also failed to ensure she had the phone in the bag before she left the plane. So it concluded that Ms S' mother therefore didn't take proper care of the mobile phone as she was under a duty to do, given this policy wording above. Therefore it decided to decline her claim.

Ms S has not given any evidence to show that her mother did actually take care of the phone as this policy wording provided, therefore there is nothing to show me that Assurant has done anything wrong here. So, I consider Assurant was entitled to decline Ms S' claim for the loss or theft of this phone.

I can appreciate this has caused some financial hardship to Ms S but the terms of the policy were not met by her mother, therefore there is no duty on Assurant to pay this claim. Ms S can't benefit from the insurance because sadly her mother didn't adhere to the policy

conditions in taking care of the mobile phone properly so that it wasn't stolen or lost from her unattended and unlocked bag on the plane.

Ms S remains capable of cancelling the policy herself if she wants to. It's not for Assurant to cancel the policy for her as that could have further negative consequences for Ms S too. So if Ms S still wants to cancel the policy she should contact Assurant direct and ask them to cancel it.

My final decision

So for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 19 May 2026.

Rona Doyle
Ombudsman