

## The complaint

Mr A complains that Assurant General Insurance Limited rejected a claim on his mobile phone insurance policy.

## What happened

In June 2024 Mr A made a claim on his policy. He said he had lost his phone on 15 June, which he had reported to his network provider and it had blocked the phone. He provided a letter from the network provider confirming this.

The letter said the phone and sim had last been used on 1 June 2024. Mr A said that was incorrect, as he had last used the phone on 15 June, the day he lost it.

Assurant rejected the claim. It said Mr A had provide false information, which indicated fraud.

Mr A complained but Assurant didn't change its decision, saying the information Mr A had provided about using the phone didn't match what he had said about this.

Mr A referred the complaint to this Service. Our investigator said Assurant had relied on the fraud term in the policy, so it had to prove there had been fraud, and that this made a difference to the claim. But whether it had happened on 1 June or 15 June, that didn't change the fact Mr A had lost his phone so the claim should be covered.

Assurant disagreed and provided further comments, but these didn't lead the investigator to change his view. So the complaint was passed to me to decide.

I issued a provisional decision saying I did not intend to uphold the complaint. I set out my reasons as follows:

*The relevant industry rules and guidance say insurers must deal with claims promptly and fairly, support a policyholder to make a claim, and not unreasonably reject a claim.*

*The policy includes cover for loss of the phone. But there are some requirements when making a claim, including that the loss is reported to the network provider so the sim card can be blocked to prevent it being used, and reported to the police. And it's a general principle of insurance that in the first instance, it's for the policyholder to prove their claim.*

*The policy terms include a section headed 'Fraud' which says if false or inaccurate information is provided and fraud is identified, Assurant will reject the claim and may cancel the policy. Assurant says it isn't alleging Mr A's claim is fraudulent, but he provided incorrect information. The onus is on him to prove his claim and Assurant says he hasn't done that.*

*When declining the claim, Assurant said Mr A had provided incorrect information and did refer to the possibility of a fraud. Where fraud is alleged, the issue not just whether false information has been provided, but whether the policyholder is providing that in order to claim something to which they are not entitled. If someone has a valid claim and provides false information which is not relevant to the claim, that would not be treated as fraud.*

*So if Mr A had an otherwise valid claim, but provided false information which didn't affect the claim, that wouldn't necessarily mean the claim should not be covered. But before considering this, Mr A needs to show he had a valid claim in the first place. And I don't think he has done so.*

*The evidence from Mr A's network provider is that he last used his phone and sim card on 1 June 2024. That contradicts his testimony that he used his phone up to day it was lost.*

*He's explained he had been abroad and used a different sim while he was away. And he's provided his phone bills showing the phone was used on 15 June 2024. But those bills also show he was using the phone and sim while he was away – and it continued to be used for several weeks after 15 June.*

*The policy terms require the policyholder to report the loss to the police but Mr A doesn't appear to have done this.*

*He was also asked to provide evidence that he had put his phone in 'lost mode' on his iCloud account. He's provided screenshots of his account but these don't show the phone's status has been recorded as lost. Assurant says the phone is still activated on 'Find my iPhone' which means it is still being used.*

*The evidence is inconsistent and contradictory. It doesn't show the phone was lost and in fact suggests it was still being used after 15 June 2024. Assurant referred to an indication of fraud. That may not be right but, on the basis of the information provided, I don't think Mr A has proved his claim. So it was fair to decline the claim.*

### **Replies to the provisional decision**

Assurant has not provided anything further, but Mr A has made some further comments, including:

- he thought he had already provided evidence his phone was in 'lost mode' but in error hadn't done so – he's provided that now;
- he provided this proof to Assurant on 18 June 2024;
- he didn't know about the need to report the loss to the police, and Assurance didn't ask him to do that;
- the provisional decision says he used his sim after the 15 June, but that's because he obtained a replacement sim card from the network provider.

### **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 considered Mr A's further comments I have not changed my decision, for the following reasons:

- The screenshots Mr A has now provided don't confirm his phone was put in lost mode. One of them shows his phone (and ear pods) do not have a location, but that's not the same as showing they are in lost mode. The other appears to show an attempt to put the phone into lost mode, but it's not dated and doesn't confirm the phone was actually in lost mode.

- The process for making a claim is clearly set out in the policy document and includes the need to report lost and stolen phones to the police as soon as possible.
- While he's given an explanation of why the phone number was being used later in June 2024, that doesn't address the evidence from Mr A's network provider that before the date of loss his phone and sim card were last used on 1 June 2024.

I appreciate it would be upsetting for Mr A if he lost his phone and wasn't able to claim but, as explained in my provisional decision, it's for him to prove his claim and I don't think he has done so.

### **My final decision**

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 December 2024.

Peter Whiteley  
**Ombudsman**