

The complaint

Mr S has complained that Starr International (Europe) Limited (Starr) has declined his claim for the loss of his mobile phone.

What happened

Mr S has mobile phone insurance provided by Starr through his network service provider. He initially contacted Starr on 22 May 2023 to report the theft of his mobile phone which he had purchased on 5 May 2023. He initially said that the phone had been stolen from his locked car, and he asked Starr to replace it. Starr acknowledged the theft of the phone and asked Mr S for a crime reference number and further information so that his claim could be validated.

Mr S then told Starr that the phone hadn't been stolen but had been lost between his car and a friend's flat. In a three-way telephone conversation between Mr S, Starr and Mr S's network provider, Starr accepted that the claim would be treated as a claim for loss rather a claim for theft. However, it has said that although whether a phone is lost or stolen might have a bearing on what information is requested to validate a claim, it doesn't have any bearing on the overall review and validation of the claim. It asked Mr S to provide a loss report.

Starr maintains that Mr S has failed to provide certain information it asked him for as part of the verification of his claim, including a crime reference number and loss report or any explanation as to why these couldn't be provided. It also identified a number of inconsistencies in his account of the circumstances leading to the loss of the phone and his claim. For example, Mr S initially said that the phone had been in its box, unopened, in his locked car from which it was stolen, and he realised it was missing when he returned to the car.

As Mr S wasn't able to identify any forced entry to his car, he then said that the car may have been unlocked as his key fob may not have been working. He then said that he hadn't noticed that the phone was missing until the following day. Mr S then said that he had kept the phone in a bag in his car and he may have lost the phone between the car and a friend's flat.

Starr also says it had concerns about the genuineness of letters from Mr S's network provider provided by Mr S because of conflicting information these contained, and of a number of screenshots. Starr therefore rejected Mr S's claim.

As Mr S wasn't satisfied with Starr's rejection of his claim, he complained to this service. Our investigator's view was it was for Mr S to prove his loss and because of the inconsistencies in his account of events and his failure to provide information requested of him, Starr hadn't acted unfairly in rejecting his claim.

Mr S doesn't agree with our investigator's view and so his complaint has been referred to me as an ombudsman for a final decision from this service.

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 Mr S's complaint and I'll explain why.

I've looked at the terms of Mr S's policy. In Section 8 it states that an insured item is not covered for:

- (xiii) "Theft or loss as a result of the insured item intentionally being left unattended in plain sight or, intentionally left unlocked in vehicles, in public premises or public places;*
- (xiv) Theft or loss if a police report has not been filed...*
- (xv) Theft or loss if you have not notified both the police and [network provider] of the theft or loss and blocked the SIM card, if applicable and provided evidence of this."*

Mr S changed his account of the loss of his phone after being asked for further information about the circumstances of a theft from his locked car. He raised the possibility that his car had been unlocked due to a faulty key fob. Bearing in mind the exclusion from cover quoted at (xiii) above, I don't consider it unreasonable of Starr to have concerns about Mr S's subsequent account of a loss in different circumstances. The policy also requires that a police report be provided in the event of theft or loss. Starr says Mr S hasn't provided one.

I also consider that it is reasonable for Starr to have concerns about the accuracy of information provided to it by Mr S. For example, Mr S has provided a letter from his network provider dated 8 May 2023, 14 days before the loss, and which gives the date of loss as 28 May, 8 days after the reported loss.

I consider that it is reasonable, and within the terms of Mr S's policy, for Starr to require evidence of the circumstances of any loss to enable it to verify any claim arising, and that any requests for information are responded to honestly. In the circumstances, I consider that Starr has acted fairly and reasonably in asking for information from Mr S to validate his claim. Mr S has failed to provide information requested by Starr. I'm also satisfied that Starr has other grounds for concern arising from inconsistencies in Mr S's account of the loss and the accuracy of certain information he has provided.

As I believe that Starr has acted fairly and reasonably in attempting to validate Mr S's claim, and that its rejection of his claim is in accordance with the terms of his policy, I'm not going to ask it to do anything on the strength of the information Mr S has so far provided.

My final decision

For the reasons I've given above, I'm not upholding Mr S's complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 November 2023.

Nigel Bremner
Ombudsman