

The complaint

Mr H complains Assurant General Insurance Limited unfairly declined a claim under his mobile phone insurance policy.

Any reference to Assurant includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr H has a mobile insurance policy which is underwritten by Assurant. The policy covers the mobile phone device for loss, theft, damage, and breakdown. And it is designed for consumers who have a mobile device which is connected to the specific network provider.
- In September 2023, Mr H made a claim on his policy saying he'd lost his phone whilst out shopping. He said he had a jumper on which had a pocket – in which he'd put his phone. But he later noticed the phone was missing from his pocket when he went to make a telephone call.
- Assurant's fraud team investigated the claim and declined it on the basis Mr H had provided misleading information. It said Mr H had told it when logging the claim the device had his network's contract SIM in it at the time of loss, but the information it had, showed the SIM hadn't been used in the handset at all.
- Unhappy, Mr H brought a complaint to this Service. An Investigator considered it but didn't uphold it. Because Mr H disagreed, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I agree with the outcome our investigator reached – and I'll explain why.

- As the policy holder Mr H must show that on the face of it, something happened which might be covered under the policy. Here, Mr H has reported his phone as lost to Assurant. Having done so, the onus switches to Assurant who are then responsible for validating the claim and explaining – if applicable – why it's not liable for covering it.
- Here, Assurant has told Mr H it has invoked the fraud condition to decline the claim saying the loss of Mr H's phone didn't happen as he's alleged.
- The policy terms and conditions say: *"if false or inaccurate information is provided*

and fraud is identified then we may – reject the claim and we may cancel your policy.”

- It's important to explain that I'm not determining whether Mr H has acted fraudulently – rather I need to consider whether Assurant has acted fairly by relying on the fraud condition to decline his claim. For Assurant to do so, it needs to show it is more likely than not that the condition was breached. So, I've looked at the evidence provided to decide this.
- Assurant has said Mr H provided misleading information when answering questions about the claim. I've listened to the call Mr H had with Assurant in which he was asked a number of questions about the circumstances relating to the loss of his phone. I note Mr H was specifically asked *"With the [lost device], was there a SIM card in the phone?"* to which Mr H responded *"yes"*. Assurant followed up with *"Was it your [network] SIM?"* to which Mr H answered *"yes"*. So, I don't think there's any doubt Mr H told Assurant his network SIM was in the lost device.
- Mr H was subsequently asked when he last made a telephone call or sent a text using the lost device. Mr H told Assurant: *"He didn't think he'd made any calls today – and that he didn't remember using it"*. But he said, *"his friends call him"* and that his *"friend called him in the morning between 7 to 8am."* Assurant also asked Mr H if the lost device was his main phone which he used for text, calls and data usage – which Mr H replied *"yes"* to. So, the information provided by Mr H indicated the lost device was his main phone and that he was using it regularly.
- However, the evidence Assurant has shared with this Service - from Mr H's SIM card provider - shows the SIM card Mr H alleges was in his handset, had never been used in the claimed for device. And instead, had been used in other devices between 20 March 2023 to 5 November 2023. So, the available information – which I consider to be persuasive - doesn't support Mr H's position that the network SIM card was in the lost device.
- Based on this, I consider it more likely than not Mr H provided misleading and inaccurate information when reporting his claim. And so, I'm satisfied Assurant's decision to invoke the fraud condition, decline the claim and void the policy with immediate effect to be fair and reasonable in the circumstances.
- Mr H has said there may have been a language barrier between him and Assurant when he initially discussed the claim with it. Having listened to that call, I'm satisfied Assurant asked clear questions and that Mr H understood these – as he provided answers which corresponded to the questions asked.
- He was also given opportunities to ask for clarification. It's only following the declination of the claim that Mr H has said he misunderstood the questions or that the adviser misunderstood his answers, but from what I've heard, I'm not persuaded there's sufficient evidence to show this, and I remain satisfied that Assurant's decision to decline the claim and cancel the policy was fair and reasonable in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 January 2024.

Nicola Beakhust
Ombudsman