

## **The complaint**

Mrs A is unhappy Assurant General Insurance Limited (Assurant) declined a claim made under her gadget insurance policy for the theft of her mobile phone and tablet computer.

## **What happened**

Mrs A had a gadget insurance policy for her mobile phone and tablet computer which was underwritten by Assurant.

In June 2023, Mrs A's bag was stolen which contained her mobile phone and tablet, so she made a claim to Assurant.

However, Assurant declined Mrs A's claim. They said she hadn't taken care of her devices as she had left them in her bag which was unattended when the theft occurred.

Mrs A was unhappy with Assurant's decision, so she approached this service.

One of our investigators looked into things but she didn't uphold the complaint. She said that Mrs A had left her bag unattended in a public place, so she didn't think Mrs A had taken care of her devices. Therefore, she didn't recommend Assurant do anything further.

Mrs A didn't agree and asked for a final decision from an ombudsman.

## **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, whilst I appreciate it'll come as a disappointment to Mrs A, I've reached the same outcome as our investigator.

When Mrs A's devices were stolen, Mrs A was at a public park with her children, her devices were in her shoulder bag and the bag was stolen.

Mrs A says she left her bag on her picnic mat, along with two shopping bags, to go and play with or tend to her children several times over a few hours. She said the park was very busy that day. Mrs A says her children were around a minute walk/100-yard distance away, and she only left her bag for a few minutes each time. She discovered later on in the day that the bag containing the devices had been taken at some point earlier.

Assurant declined Mrs A's claim as they say she hasn't taken care of her devices. They referred to the policy terms which say:

*"What you are NOT covered for*

*Loss, theft, damage or breakdown as a result of not taking care of your gadget*

*We know how important your gadget is to you and we expect that you will take care of your gadget. If you don't take care of your gadget then we may not pay your claim.*

*Taking care of your gadget means –*

- *Not knowingly leaving your gadget 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 gadget somewhere then we expect you to lock it away out of sight if at all 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 gadget if you think you have lost it.*
- *Not intentionally damaging your gadget*

*If you knowingly leave your gadget where others can see it but you cannot and your gadget is then lost or stolen we may not pay your claim.*

*We will always take into account 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 gadget, and have knowingly taken a risk with it, we may decline your claim.*

*If you knowingly leave your gadget somewhere you can't see it but others can, we may decline your claim for not taking care of your gadget – for example:*

*.....*

*All of 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."*

I don't think Assurant has acted unfairly by declining Mrs A's claim. Mrs A said the park was very busy, however, she left her bag, containing her items, several times over several hours. She was around one minute walk away, and her bag and devices were taken without her seeing or noticing someone taking it. The devices were put into a bag, but then the bag was left. But Mrs A could have taken the bag containing her devices, or her devices only, with her when going to play with or tend to her children. And I don't think leaving them in her bag unattended in a busy public park was a safe place to leave them.

So, I think Mrs A has knowingly left her bag and devices at risk, and I don't think Assurant has acted unfairly by declining the claim on the basis Mrs A hasn't taken care of them. Therefore, I won't be directing them to do anything further in relation to the stolen items.

Mrs A also said to our investigator that she was charged policy premiums after the policy was supposed to be cancelled. However, our investigator confirmed with Assurant the policy was cancelled when agreed, with no further premiums being taken after. And no evidence has been provided by Mrs A which demonstrates additional premiums were taken past this point. So, in the absence of any evidence supporting further premiums were taken, I won't be directing Assurant to do anything further.

### **My final decision**

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 Mrs A to accept or reject my decision before 9 January 2024.

Callum Milne  
**Ombudsman**