

## **The complaint**

Mr M's complaint is about the refusal of a claim under a mobile phone insurance policy with American International Group UK Limited ("AIG").

## **What happened**

On 11 March 2023, Mr M contacted AIG to make a claim under his policy as he had lost his phone. Mr M travelled abroad on 16 February 2023. While he was travelling back to the UK on 9 March 2023, he lost his phone. Mr M says he used the phone in the taxi on his way to the airport but when he was at the airport, he realised his phone was missing. Mr M says he took out the UK SIM card on the day he travelled out of the UK and used an overseas SIM while abroad. When he returned to the UK Mr M says he used the UK SIM card in another phone, of the same make and model, for a few days.

AIG asked Mr M to provide proof of travel, proof of usage of the insured phone and proof that he had contacted the network provider to block the phone. Having considered the evidence Mr M provided, AIG said the proof of usage from the network provider showed that the phone had been used on the UK network after the date of the loss and so rejected the claim.

Mr M is very unhappy with this. He says he has made a genuine claim but is being accused of fraud. Mr M says the network provider has provided inconsistent information about the use of the phone and he should not be penalised for its error. He used a different device on his return to the UK between 10 and 13 March 2023 until he got a replacement. The network provider told him the information provided by their system can sometimes be inaccurate if there are two phones of the same make and model used.

AIG maintained its rejection of the claim, as it said Mr M had provided inconsistent information about the usage of the phone.

One of our investigators looked into the matter. She did not recommend the complaint be upheld. She was satisfied AIG had not acted unfairly in refusing the claim, on the basis of the evidence available.

Mr M does not accept the Investigator's assessment, so the matter has been passed to me. He says the network provider has confirmed he'd used his UK SIM card in another device and he could not have been using two phones with the same number on the network. The data in the usage reports is inconsistent and the insured device is blocked so cannot be used.

## **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.

In order to successfully claim under an insurance policy, it is for a claimant to establish their claim. This means in the context of this case that Mr M has to prove that he owned and possessed the phone for which he is claiming, and that he lost the phone in the way he has stated. So in order to be satisfied that Mr M had lost his phone while abroad on 9 March 2023, AIG asked him to provide evidence including data from the network provider about when it was last used.

The insured handset had IMEI number ending 3879. Mr M provided a number of emails and letters from the network provider about the usage of the insured phone:

1. Letter dated 15 March 2023 – IMEI ending 3879, SIM ending 9138.  
First used 12 February 2023 and last used 13 March 2023. Bars added 15 March 2023.
2. Letter dated 22 March 2023 – IMEI ending 3879, SIM ending 9138.  
First used 15 March 2023 and last used 15 March 2023. Bars added N/A.
3. Letter dated 25 March 2023 – IMEI ending 3879.  
First used 12 February 2023 and last used 16 February 2023. Bars added 15 March 2023. (This is the only one that Mr M says is accurate.)
4. Letter dated 4 May 2023 which says the handset was used with SIM card number ending 9138, first used on its network on 12 February 2023 and last used on 13 March 2023. It also said the same handset was used with another SIM card (number ending 5770) first and last used on 12 March 2023.

There's also a letter dated 17 March 2023, which shows that Mr M used a different handset (IMEI ending 9790) with his UK SIM ending 9138 - first used 10 March and last used 13 March 2020. Mr M says this supports that he was without his insured phone but was able to use a different handset with his SIM, immediately after the loss of his insured phone. I don't think this assists Mr M's claim. I say this because it confirms Mr M used the SIM in a different phone but it doesn't prove that the insured phone was lost or that it was not also used with the same SIM over the same period of time.

Two of the letters listed above, say the insured handset was last used with the UK SIM card (ending 9138) on 13 March 2023, one says 15 March 2023 and one says 16 February 2023.

There has been no convincing explanation has been provided for the different dates, as far as I am aware. Mr M says it is because of errors by the network provider and that it told him its system makes mistakes sometimes if two phones of the same make and model are used with the same SIM. However, he said they would not put this in writing and I've not seen anything to verify this.

Due to the inconsistency about the last usage date, the Investigator asked Mr M to arrange for the network provider to send the usage information direct to her. The network provider emailed the Investigator on 19 May 2023. It said the phone with IMEI ending 3879 was first used on 12 February 2023 and last used on 13 March 2023, which confirmed it had been used in the UK after the date of the claimed loss.

Mr M also provided a copy of another email from the network provider dated 24 May 2023, which stated again that the insured phone (IMEI ending 3879) was first used on 12 February 2023 and last used on 13 March 2023. The network provider also said that there was a second number used on the same handset IMEI ending 3879 (SIM ending 5770) first used and last used dates both 12 March 2023.

The most recent communications from the network provider state the insured phone was used in the UK after the loss claimed for. And the latest letter provided by Mr M also says it was used with another SIM number in the UK after the loss claimed for.

In addition to the letters Mr M provided from the network provider, AIG also obtained its own report of the usage of the phone, which shows that the handset was used with the SIM number ending 9138 from 12 February 2013 to 13 March 2012 and with a different SIM (number ending 5770) on 12 March 2023. This is consistent with the more recent letters from the network provider. The network also provided AIG with details of the location of the last usage of the phone on 13 March 2023, which showed this was used in the UK.

While I note some of the letters from the network provider do state different dates for the last usage of the insured phone, most say the last usage was on 13 March 2013. Only one says that it was a date before the date Mr M says he lost the phone. And the evidence provided to AIG and to us direct supports that the phone was used in the UK after the date Mr M said it was lost.

I also note that AIG asked Mr M for a copy of his itemised phone bill, which might have been able to assist in establishing his usage of the phone but as far as I am aware this was not provided.

Having considered all the evidence provided to me, I do not think I can safely require AIG to meet the claim, as I do not think there is enough evidence to support that Mr M has a valid claim under the policy.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 September 2023.

Harriet McCarthy  
**Ombudsman**