

The complaint

Mrs S complains that Starr International (Europe) Limited (Starr) declined her claim after losing an insured mobile phone, yet it still takes monthly direct debit payments.

The policy was in Mrs S's name but her husband, Mr S, had the phone on the day it was lost and he raised the complaint. Therefore, for ease of reading, I'll just refer to Mr S throughout my decision.

What happened

Mr S claimed under the policy after he realised the phone was missing. He explained the circumstances to Starr and it asked him to send in several pieces of evidence so it could progress the claim.

Starr then declined Mr S's claim because he didn't send the evidence it asked for. Over the following months, Mr S asked Starr to progress his claim and each time Starr said it would consider the claim when he provided the evidence it asked for. Mr S believed he'd provided the evidence, so Starr gave him instructions which explained how he could obtain the evidence it required.

When Mr S complained, Starr issued its final response explaining that it wouldn't progress the claim without the evidence. Starr invited him again to provide the information to substantiate his claim. Mr S didn't think there was anything else he could provide, and he was unhappy that Starr was still taking his policy payments, so he brought his complaint to us.

Our investigator didn't uphold Mr S's complaint. He said Mr S continued to make the policy payments, but he could have stopped them at any time. He also said Starr had asked for reasonable evidence to support the claim for the lost phone. Because Mr S hadn't provided it, our investigator thought Starr had fairly declined the claim for the reason it gave, in line with the policy.

Mr S disagreed. He thought Starr had been using an incorrect number to locate information about his lost phone, and he said other evidence would be available from his phone provider.

The complaint was passed to me to decide.

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.

While I understand Mr S will be disappointed, I've decided not to uphold his complaint. I'll explain.

Under the phone insurance policy, Starr is entitled to ask Mr S for proof of the circumstances about the loss of his phone. Mr S did provide some information, but I can see that he didn't

give Starr everything it asked for. It also seems like Mr S misunderstood some of Starr's requests.

For example, Starr asked him for a map view of the phone's last location using the phone location setting. Mr S sent a screenshot of an online map showing where he was when he realised the phone was missing.

Another example is that Starr asked Mr S for a screenshot of the call log to evidence that he'd called his lost phone to see if anyone answered, which is what he reported when he registered the claim. But Mr S sent a screenshot of another phone calling his number.

Based on this evidence, I don't think Mr S necessarily refused to provide all the evidence Starr asked for. But the evidence shows that he didn't provide exactly *what* it asked for.

Nevertheless, looking at the evidence he did provide, I note there are some differences to his explanation of events.

- The date of loss given isn't consistent with the day of the week.
- The date changes later in the claims process.
- While Mr S said the date change was a simple mistake, Starr provided evidence that the phone was blocked before the date of loss.
- Mr S said his phone locator wasn't active, but Starr's evidence shows it was.

On balance, given the differences in evidence, I don't think it was unreasonable for Starr to ask Mr S to provide the information it needed to validate his claim. It's worth noting that it declined the claim always on the understanding that if Mr S provided the evidence, it would reconsider his claim.

Mr S asked me to require Starr to refund his premiums. Unless Mr S asked to cancel the policy in line with the terms and conditions, there's no reason to ask Starr to refund the premiums.

Overall, the evidence indicates that Starr would consider Mr S's claim for his lost phone providing he sent the information it asked for. That position hasn't changed. Therefore, I don't think Starr has treated Mr S unfairly so there's nothing for it to put right.

My final decision

For the reasons given above, my final decision is that I don't uphold Mrs S's complaint about Starr Insurance (Europe) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 17 August 2023.

Debra Vaughan
Ombudsman