

Decision of the ADVERTISING REGULATORY BOARD

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| Advertiser | Huawei Care |
| Consumer/Competitor | Consumer |
| File reference | 4687 – Huawei Care Device Insurance |
| Outcome | Upheld |
| Date | 17 June 2026 |

The Directorate of the Advertising Regulatory Board has been called upon to consider a claim made in the Advertiser’s Facebook posts and via a sponsored advertisement.

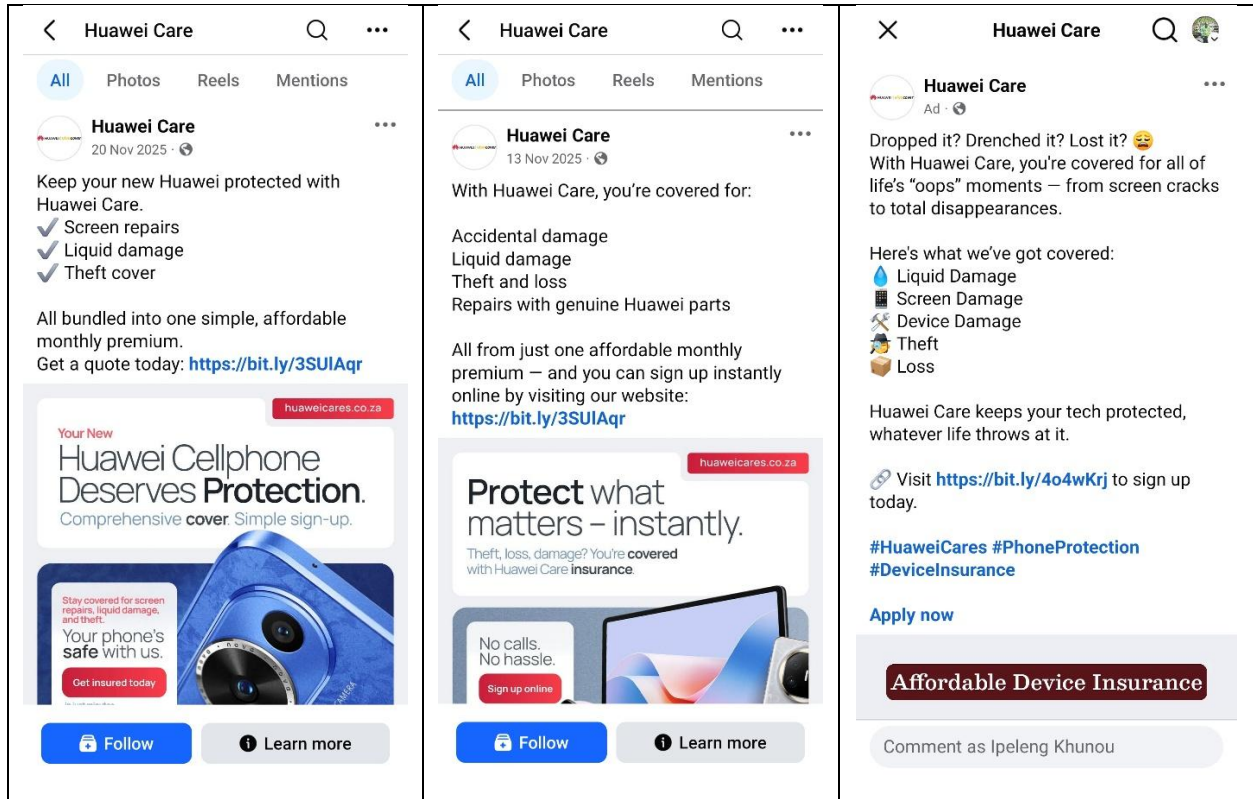
Description of the advertising

The Complainant provided three separate screenshots, all of which contain claims suggesting that the Advertiser would provide cover for “theft” of a Huawei device.

A copy of the Facebook post is available at:

- <https://www.facebook.com/photo/?fbid=703467829500467&set=a.133401213173801#> and
- <https://www.facebook.com/photo/?fbid=698537943326789&set=a.133401213173801>.

The Complainant also provided the following screenshots taken on his mobile device:



Complaint

The Complainant submitted that he took out a policy on his device on the basis that this would provide cover against theft and loss of a device. However, when he lost his phone to a pickpocket, the claim was initially repudiated on the basis that there was “no force” involved in the theft. The Complainant submitted that this creates a discrepancy between the ordinary understanding of the term “theft cover” and how the Advertiser actually interprets its policy terms, meaning consumers may likely be misled.

Response

The Advertiser submitted that the Complainant’s initial claim was repudiated because he provided limited information. The Complainant then lodged an objection to the National

Financial Ombudsman, provided additional information, and the claim was paid on 14 May 2026, a fact which the Complainant did not disclose to the ARB.

The Advertiser added that all policyholders are given a policy document, which sets out the terms and, where applicable, exclusions to the policy. These specific exclusions list, *inter alia*, the following:

- Loss as a result of theft unless accompanied by forcible and violent entry to any premises;
- Theft or loss of the device from the person unless involving force or threat of force;
- Loss of or damage to the device resulting from theft or any attempted theft from any unattended vehicle, unless such vehicle is locked and the device is concealed out of sight and forcible and violent entry into the vehicle is made, necessitating repairs to such vehicle, and the original repairers invoice for such damage is supplied with the claim.

Any insurance claim must be read in conjunction with the relevant policy document and exclusions. The policy document clearly excludes instances of theft when force or threat of force was not present.

In the Complainant's instance, there was no threat of force, meaning that the policy did not apply. An adverse ruling by the ARB in this regard would be catastrophic and have far-reaching ramifications for the Advertiser.

Application of the Code of Advertising Practice

The Directorate considered Clause 4.2.1 of Section II (Misleading claims) to be relevant to this dispute.

Decision

Having considered all the material before it, the Directorate of the ARB issues the following finding.

At the outset, it is noted that the ARB does not have jurisdiction over the policy terms or conditions applicable to an insurance product. In addition, the ARB cannot rule on whether or not a particular claim falls within the policy. The ARB can only determine whether advertising content was potentially misleading or otherwise in breach of the Code of Advertising Practice.

It is also worth noting that the Complainant appears to have raised his issue in an alternative forum, namely the National Financial Ombudsman Scheme (“NFOS”), and received payment for loss of his device.

It is not clear why the Complainant opted to omit this information from his complaint, nor is it clear that on what grounds the NFOS made this decision. What is clear is that the Advertiser continues to hold out that the advertising claim “theft cover” should reasonably be understood to include limitations, including excluding cover for loss or theft through pickpocketing.

Clause 4.2.1 of Section II reads “Advertisements should not contain any statement or visual presentation which, directly or by implication, omission, ambiguity, inaccuracy, exaggerated claim or otherwise, is likely to mislead the consumer.”

The Directorate notes the Advertiser’s reference to specific exclusions, and specifically the apparent exclusion of instances where theft did not involve force, violence or threat of force or violence. While the Directorate accepts that this is a common exclusion in all risk or household content policies, it is not convinced that the hypothetical reasonable consumer would expect it to apply to cell phone specific insurance that clearly advertises “theft cover”.

The Advertiser is correct in stating that customers are obligated to familiarise themselves with the relevant details of their policy. However, this does not absolve the Advertiser from ensuring that its advertising material is clear and allows consumers to make a reasonably informed decision. It would also be unreasonable to argue that subsequent terms and limitations are sufficient if they contradict the initial impression created by advertising.

The ordinary understanding of the word “theft” likely refers to taking something that does not belong to you. This does not necessarily presuppose violence or force, and could be as simple as someone grabbing your phone from your desk and running away.

The advertising at hand expressly tells customers that with a Huawei Care policy, you would be “... covered for ... Theft and loss ...”, “Here’s what we’ve got covered ... Theft ... Loss”, and “Keep your new Huawei protected with Huawei Care ... Theft cover”. The implication is that regardless of how your device is lost or stolen, you would be covered.

Of particular relevance is that this is not a household policy or All Risk policy being advertised – it is very specifically for devices. The Advertiser would also understand that it is extremely common for these devices to be stolen in a pickpocket situation, or other situations involving no force or violence.

There is nothing in the advertising that would alert a prospective customer to the fact that only forceful and/or violent theft would be covered, or that any sort of limitation might apply.

Given that the broad expectation created by the advertising does not match the apparent policy limitations, the Directorate is inclined to agree with the Complainant that the advertising would likely mislead prospective customers into believing that they would be covered for any theft.

There is nothing in the advertising that raises any alert to the consumer that the word “theft” is limited in its meaning, such as an asterisk or a disclaimer.

Given the above, the Directorate agrees that the unqualified and broad references to providing cover for “theft” would, in the absence of any indication of limitations, likely mislead consumers in a manner that contravenes Clause 4.2.1 of Section II of the Code.

Sanction

The Advertiser is, therefore, requested to withdraw the advertising that gave rise to this dispute, and ensure that it correctly contextualises its theft cover in future advertising.

Members of the ARB are instructed not to accept advertising that creates a similarly broad expectation that any type of theft would be covered.