

## **The complaint**

Mr A complained Assurant General Insurance Limited (Assurant) provided poor service when dealing with his claim under his mobile phone insurance policy.

## **What happened**

Mr A has a bank account with added mobile phone insurance provided by Assurant. On 31 October 2020 Mr A registered a claim for damage to his mobile phone through the website. He received an automated message saying he'd receive a response within 24 hours.

As Mr A hadn't received a response, on 3 November he called Assurant to see whether his claim was progressing. He was advised that paperwork had been sent to him on 2 November, when he explained this hadn't been received it was sent to him again that day.

The paperwork included instructions on how to send the phone to Assurant for repair which Mr A did the next day by special delivery. He tracked the parcel and has said it showed as being delivered successfully at 9am on 5 November.

Assurant said its repair team received the phone on Friday 6 November and had a time frame of one to three working days to complete the repair.

On 9 November Mr A called Assurant for an update and was told that they were waiting for parts but that to avoid any further delay they would send him a replacement phone.

Mr A was unhappy he had to pay for the postage and packaging to send his phone for repair as well as the £50 excess under his policy. He felt the service was poor and that he wasn't kept updated. He explained the online portal just said 'claim in progress' so he had to call for updates.

Mr A said he lives away from his family, so being able to stay in touch with them regularly was important, and not being able to do so caused him anxiety. He also said he needed his phone for work purposes and day to day activities so found it very difficult to communicate without his family, friends, or his work without his phone.

The investigator said Mr A had to pay the excess under the policy terms and so this was fair. He also said there was no provision under the policy for postage costs involved in sending the mobile phone to the insurer for repair. So, he didn't recommend this was reimbursed. However, he didn't think Assurant had kept Mr A updated and that it didn't meet its own deadlines, causing Mr A unnecessary inconvenience. So, he asked Assurant to pay £50 compensation.

Assurant maintained it had provided a replacement phone within its time scales and that it wasn't reasonable for them to provide regular updates to each customer on the progress of their claim. So, it disagreed with the investigators' view and the complaint was referred for 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.

Mr A is of the view that given the service he received he shouldn't have to pay the excess or the cost of postage. My role here is to decide if I think Assurant has acted fairly when applying the excess and declining to reimburse Mr A for his postage costs. I'm satisfied Assurant acted fairly here. Like the investigator, I've considered all the information provided, including the terms and conditions of the Mr A's policy, and I've copied the relevant terms below:

*"You need to pay a contribution every time you make a successful claim, this is the excess and the amount will be:*

- *Non-Apple handsets –*

*£50 for damage and breakdown claims or £100 for loss and theft claims*

*Your excess is payable for every accepted claim and must be paid before your claim will be settled."*

And

*"You will need to post your mobile phone to us for repair. The cost of postage and packaging is not covered under this insurance policy."*

I'm satisfied Assurant fairly applied the terms and conditions of the policy when asking Mr A to pay his excess and the postage costs. As Mr A is required to pay the excess and postage under the terms of the policy, I can't say it has acted unreasonably here. I won't be requiring Assurant to refund this as Mr A has asked.

However, I've considered the service Mr A received and I can't see the time frames for repair or replacement of his mobile phone were made clear to Mr A at the outset. And, it seems that on all the evidence there were some slight delays which have caused him inconvenience.

I take on board Assurant's view it's not practical to provide regular updates given the tight turnaround times it has described. However, it would be reasonable to let the customer know the timescales involved and when they can expect updates at the start of the process. As it was, I can't see this was done effectively. Mr A made a claim on 31 October but didn't receive confirmation of the process until 3 November. While Assurant says it wrote to Mr A on 2 November, the screen prints provided indicate the letter was printed on 3 November. So, I can't be sure Assurant met the objective of sending the paperwork out the next working day or that Mr A was contacted within 24 hours of registering his claim.

It seems from Assurant's comments this might not be the case where a claim was registered on a Saturday – as in Mr A's case. But the impact on Mr A is that without knowing his claim had been accepted, or likely timeframes for it being resolved, is that it was difficult for him to contact his family, friends, and work.

It seems Mr A was provided with information that didn't reflect his situation at the start of the process and so reasonably expected to be contact the next day – when this didn't happen, he felt the need to chase this up.

Had Assurant set out the process and timescales more clearly when Mr A registered his claim, he would have had a clearer idea of when to expect his phone back and when to

expect contact. It's clear from what Mr A told us his phone was incredibly important to him as a way of receiving support from his family and for day to day living. So, had Assurant made the process clearer to Mr A when he registered the claim or provided more detailed updates on their portal, it's unlikely Mr A would have felt the need contact Assurant for updates and it would have reduced the inconvenience and worry he experienced.

In summary although following Mr A chasing for updates Assurant provided a replacement handset within the time scales outline in its email to Mr A on 3 November, I agree there were some service failings. I don't think Assurant were clear enough about its timescales at the outset which caused unnecessary worry and inconvenience to Mr A. But I don't think this means Mr A isn't liable to pay the excess or postage. However, I agree with the investigator that £50 is fair and reasonable compensation to reflect the impact of the early service failings on Mr A in this claim.

### **My final decision**

I uphold Mr A's complaint. I require Assurant General Insurance Limited to pay Mr A £50 for the distress and inconvenience they caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 April 2022.

Emma Hawkins

**Ombudsman**