

## **The complaint**

Mr M is unhappy with the way Assurant General Insurance Limited dealt with a claim he made under his gadget insurance policy.

## **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 M held a gadget insurance policy, underwritten by Assurant. He also held a separate contents insurance policy, underwritten by a different insurer, V. Both were part of a package of insurance policies Mr M held.
- Mr M's mobile phone was damaged, so he got in touch with Assurant. He provided information to support his claim and it was accepted.
- Assurant began making arrangements to settle the claim. However, Mr M said the phone had already been collected by a company, D, to be repaired.
- Assurant said it didn't use D and tended to provide replacement phones rather than carrying out repairs. Later, Assurant said it hadn't received the phone.
- Mr M became concerned Assurant had collected his phone and something had gone wrong. Assurant said it wasn't responsible for the phone going missing. At the time Mr M's phone had been collected, Assurant was yet to accept the claim. So it didn't make sense that D could have been collecting the phone for Assurant.
- Our investigator looked into what happened. He got in touch with V, who confirmed they had also logged a claim for the phone after hearing from Mr M – and they used D to collect phones. He found the phone had likely been collected on V's behalf by D, so Assurant wasn't responsible for what had happened to the phone after that.
- Mr M accepted that. But he didn't think the way Assurant had handled things was fair.
- Our investigator upheld the complaint and asked Assurant to pay £250 compensation. He noted Assurant was aware from the outset that Mr M had vulnerabilities which made dealing with the matter more difficult, but it hadn't taken reasonable steps to support him when the misunderstanding had arisen.
- Mr M agreed with this outcome. Assurant didn't. It thought it was being held responsible for the mistakes of others.
- It's clear to me that Assurant isn't responsible for what happened to Mr M's phone. He inadvertently setup two different claims with different insurers for the same phone, around the same time, and that led to the confusion and misunderstanding. I don't hold Assurant responsible for that.

- Whilst Mr M was in touch with Assurant, he provided information about D and made clear he had other information to provide, but his vulnerabilities made it difficult for him to do so. Assurant was aware of Mr M's circumstances throughout. So I think it would have been reasonable for it to find other ways of accommodating him and taking the right amount of time and care to help him – particularly as the problem he was describing was closely related to the claim he had with Assurant.
- With one call to Mr M, our investigator was able to establish he'd been in touch with V. And with a call to them, our investigator established what had gone wrong. I think it would have been reasonable for Assurant to have taken similar steps, given Mr M's circumstances. As both policies were part of the same package Mr M had, I don't think this would have presented any data protection challenges for Assurant.
- Had it done so, it's *possible* Mr M may have been able to retrieve his phone and avoid losing out financially. But I don't think it would be fair to make Assurant responsible for his loss as it didn't cause the initial problem and wouldn't have been responsible for returning his phone in any event.
- But if Assurant had taken those steps to support Mr M, it would likely have been able to direct him back to V. That would have avoided him considerable distress and inconvenience trying to resolve the problem alone.
- All things considered, and bearing in mind the particular circumstances of this case, I'm satisfied it would be fair for Assurant to pay Mr M £250 compensation.
- I know Mr M is concerned about the implications of setting up two different claims for the same thing. I'm satisfied the evidence shows this happened unintentionally. I haven't anything to suggest he acted improperly.

### **My final decision**

I uphold this complaint. I require Assurant General Insurance Limited to pay £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 October 2022.

James Neville  
**Ombudsman**