

## **The complaint**

Miss M complains about Assurant General Insurance Limited's (Assurant) poor service following a claim under her gadget insurance policy.

## **What happened**

Miss M had damage to her phone and contacted Assurant to make a claim. The claim was accepted, and Miss M sent her phone in. A discussion took place in which it was agreed by Assurant that it would replace Miss M's phone rather than attempt a repair. But, instead of sending out a replacement phone (which had been agreed) the phone was repaired. There was delay here due to the error Assurant made in fulfilling the claim.

Miss M had cause to contact Assurant again, as the phone developed a fault. Assurant said that as the phone had been repaired, it was unable to carry out a quality check and for this reason, as well as the fact that there had been a delay in fulfilling the claim, it said it would dispatch a replacement phone.

The phone was dispatched, and Miss M said that she waited in all day. The phone didn't arrive as the delivery driver had been given the incorrect address for delivery. Miss M raised another complaint as there was a further delay in receiving the device. Which was received the next day.

A few weeks later, Miss M contacted Assurant again as the replacement phone was damaged. As this was new damage, Assurant advised her that she would need to make another claim. Miss M was unhappy with this and made a further complaint.

In its final decision, Assurant partially upheld Miss M's complaint. It accepted that there had been service issues which resulted in delays. It said that as the damage to the phone wasn't a warranty issue (i.e. a fault with the phone itself) then a new claim would need to be made. It ultimately offered a total of £100 compensation for the trouble and upset caused.

Miss M was still unhappy and referred a complaint to our service. One of our investigators considered the complaint and thought it should be upheld. He said that he agreed that it was reasonable for Assurant to ask Miss M to submit a new claim as this was fresh damage to the phone. But he recommended that Assurant increase its offer of compensation to £300, for the service failures and delays, as they caused a great deal of distress and inconvenience.

Miss M accepted the view, Assurant did not. It accepted that there had been delays but said that the compensation of £100 was fair in the circumstances. It said that it had gone outside of its processes in order to expedite the claims process. And although there had been errors, it had apologised for them and felt that the compensation offered as redress, was fair. So, it asked for a decision from an ombudsman.

## **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.

Having done so, I will partially uphold this complaint, and I hope my findings explain why I think this is fair.

I have considered both party's comments and I note that Assurant has accepted that the level of service it offered fell below that of its usual standard. It accepted that there had been delays during the claims process. And the other failings, such as not replacing the phone initially, as had been agreed and instead, repairing it. Not carrying out a quality check of the phone before it was dispatched to Miss M. Also informing Miss M that her claim would be prioritised when it wasn't.

Assurant said that it went outside its normal business processes in dealing with the claim. But I do think due to the service failings and the delays during the claims process, that Miss M experienced unnecessary inconvenience.

I have considered the impact of the failings on Miss M in line with our approach. Miss M said that she needed her phone for work, and she had been badly inconvenienced during the claims process.

I'm satisfied that Assurant were aware of this as it said that it had circumvented its normal business processes, in an attempt to deal with the claim. But it still made errors which I think caused Miss M more than the levels of frustration and annoyance that can reasonably be expected. And I think that the repeated errors required a reasonable effort for Miss M to sort out. The impact of which was more than just minimal and lasted several weeks. Consequently, in line with our approach on complaints like this, I think that Assurant should increase the amount of compensation it has offered, by a further £225 (making a total of £300 compensation, as £75 had already been paid). Which I think is fair and reasonable.

Miss M also complained that her replacement device has developed a fault, in that the back of the device has cracked and shattered, causing sharp glass fragments. Assurant said that the damage is new damage and so a warranty repair is not permitted.

Miss M has provided images of the damage and I can see that parts of the back of the phone are missing. She said that the damage was caused when she attempted to put on a phone case. She hasn't provided me with any evidence to prove that the phone was faulty on receipt. And as Assurant said that it supplied the phone without any damage, on balance, I agree that this is new damage, and I don't think it was unfair for Assurant to advise Miss M to make a new claim.

Taking all the circumstances into consideration, given the services failures and delays that Miss M experienced, I think Assurant should increase its compensation to £300 for the trouble and upset caused. I don't think it was unreasonable for it to ask Miss M to make a new claim for the new damage. Although, I understand that Miss M has since replaced the replacement phone and may not wish to do so.

## **Putting things right**

To put matters right, I direct Assurant as below.

## **My final decision**

For the reasons given, my final decision is that I partially uphold this complaint.

Assurant General Insurance Limited to pay Miss M a total of £300 compensation for the distress and inconvenience caused.

Assurant General Insurance Limited must pay the above compensation within 28 days of the date on which we tell it Miss M accepts my final decision. If it pays later than this, it must also pay interest at 8% a year simple on the above amount, from the date Miss M accepts my final decision, until it is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 June 2023.

Ayisha Savage  
**Ombudsman**