

The complaint

Mr O complains about the way Assurant General Insurance Limited dealt with a claim on his mobile phone insurance policy and the amount of compensation it has offered to him.

What happened

Mr O took out an insurance policy for a mobile phone that he bought for his wife to use. On 17 January 2023 he called to make a claim as the phone was damaged. He was told someone would call him back to take the excess payment from him. Mr O said he wasn't aware he would have to pay an excess but Assurant explained it would need to be paid as set out in the policy terms

Mr O called again later that same day. He was unhappy that he hadn't heard from anyone about the excess payment.

On 20 January Mr O called again as he still hadn't heard. A call was made to him later that day to take the excess payment and Mr O was told a courier would collect his phone.

Mr O complained about the delay and said he shouldn't have to pay an excess. Assurant acknowledged there had been a delay of three days and offered £10 to compensate for this. But Assurant said it was clear in the policy documents that he would have to pay the excess and the documents had been sent to him after he took out the policy.

Mr O says he never received the email with the policy document. He also says:

- When he bought the policy, he was told he wouldn't have to pay anything towards a claim.
- He shouldn't have had to pay the excess when he didn't receive any emails about it – this is not fair and he was very stressed and frustrated about that.
- The customer service was very poor and call handlers said different things all the time.

Our investigator agreed there had been some failings in the way the claim was handled but said the offer Assurant had made was fair, given the amount of time involved and the limited impact. She was satisfied the policy terms had been sent to Mr O and they set out clearly the excess to be paid.

Mr O disagrees and has requested an ombudsman's 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.

Insurers should deal with claims promptly and fairly, and information provided to customers should be clear, fair and not misleading.

An excess is generally taken when a claim is made on an insurance policy; it's a way for the policyholder to make a contribution towards the cost of a claim. In Mr O's case, the policy

terms say an excess may be payable and if so, this will be confirmed in the policy certificate. Mr O's certificate says an excess of £59 is payable. I'm satisfied the policy documents are clear that an excess is payable when a claim is made. So it was fair for Assurant to take this payment from Mr O.

Mr O says he was told when he bought the policy he would not have to pay anything. But there's no further information about this. And, as I've said, the policy documents clearly set out the excess payment. I appreciate he says he didn't receive the documents but Assurant has shown they were sent to him at the correct email address. I can't say why Mr O might not have received the email but I'm satisfied it was sent. If he didn't receive any documents after taking out the policy, he could have contacted Assurant to request them. In these circumstances it was fair for Assurant to take the excess payment.

There was a delay in arranging this and Assurant offered Mr O a payment of £10 in respect of the distress caused to him. Mr O doesn't consider that's enough. An apology or small payment is generally fair to compensate for a one-off incident such as a small administrative error or a short delay, particularly where it causes minimal impact and is put right quickly. I know Mr O found it very upsetting. But the delay was only a few days and the impact was limited. In the circumstances I think the apology from Assurant and offer of £10 was fair. So I don't think it needs to do any more.

My final decision

Assurant General Insurance Limited has already made an offer to pay £10 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Assurant General Insurance Limited should pay £10 to Mr O.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 7 July 2023.

Peter Whiteley
Ombudsman