

The complaint

Mr A complains about how Assurant General Insurance Limited handled the delivery of a replacement phone following a claim on his phone insurance policy.

What happened

Mr A had a phone insurance policy that was underwritten by Assurant. In March 2023 he made a claim after his phone was damaged. Assurant accepted the claim and arranged for a delivery company to pick up his damaged phone and deliver the replacement.

However when the courier arrived Mr A said he was rude and caused an altercation which eventually led to the courier leaving without collecting the phone. He complained to Assurant and a second delivery was arranged, however the courier didn't stop at Mr A's house and the phone was not collected again.

A final delivery was arranged, but there were further issues with the courier. This resulted in the delivery company refusing to return to Mr A's house.

Due to this Mr A made a complaint. He said the service he'd received from the delivery company had been very distressing and caused him inconvenience as he'd had to take time away from work to deal with it. He said he wanted a replacement phone but didn't want to deal with the same company again.

Assurant said the only option was for Mr A to send his current phone to it through the post and it would then send a replacement once this was received. Mr A explained that this wasn't a suitable option. He said he was vulnerable due to being the victim of domestic abuse and needed constant use of the phone. He asked if there were any other ways he could exchange the phone but Assurant said that was the only option.

Following this Assurant sent a letter confirming it wasn't upholding Mr A's complaint. Mr A was unhappy with this and said he'd been forced to upgrade when he hadn't wanted to just to ensure he could get a replacement phone. He brought his complaint to this service.

Our investigator considered the issues and recommended the complaint be upheld. She thought that Assurant should have done more to find an alternative delivery solution based on Mr A's vulnerability. And thought it should pay him £150 compensation to apologise for this. However she said as Mr A had now bought a replacement phone, the risk of being without a phone was no longer an issue so thought the option offered of sending it by post was suitable.

Assurant didn't agree that any compensation was due. It said it couldn't be held responsible for the delivery company's decision not to deliver to Mr A's house. And it said he'd only told it about his vulnerability after it had already offered him the alternative delivery solution.

Mr A didn't agree with our investigator's findings either. He said more compensation was due as the matter had caused him significant distress. And he still hadn't been given a replacement phone so he wanted that resolved too.

As agreement hasn't been reached, the complaint has come to me to decide.

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.

I've looked at the videos Mr A has provided of his experience with the delivery drivers. The clips are short and don't provide a full view of everything that happened, so it's difficult to get a full picture of the events. However I can see the interactions were clearly difficult and often unpleasant. Voices were raised by both sides and the drivers refuse to carry out the delivery. It's clear there was a breakdown in the communication on each occasion. And I don't doubt this was distressing for Mr A.

Due to these interactions the delivery company refused to return to Mr A's house. While this would have been frustrating for Mr A, this is a decision it is able to make based on the reports from its drivers. And Assurant weren't able to make it deliver in the circumstances. So I can't hold it responsible for this.

Instead Assurant offered an alternative method for the phone to be delivered. It's explained that this was the only other option it had available. While this wasn't an unreasonable offer at the time, in response Mr A explained his situation, and why he couldn't be without a phone due to a difficult domestic situation. And from listening to the call and reading Assurant's response following this, I don't think it did enough to take this into account.

While it's said it carried out a welfare check, I think given the circumstances Mr A described it should have done more. The matters Mr A discussed are personal and he may not have wished to discuss these with other third parties. And from what I've seen Assurant took no action to make any adjustments to the options it offered based on what Mr A shared. And I don't think that was fair in the circumstances. Mr A suggested an exchange in store or there could have been different couriers Assurant may have considered, but no further options were explored. As Mr A explained he couldn't be without a phone due to safety concerns I think it should have at least explored other options.

Due to this Mr A has said he had to upgrade his phone in order to get a quick replacement. This would have been inconvenient. And the personal circumstances he has shared would have made this more distressing.

Because of this, I agree compensation is due. And I agree with our investigator that £150 is a fair amount in the circumstances and in line with our approach to similar cases.

I note Mr A has also said that he's still been unable to obtain a replacement phone. However as he's now got a new phone, I think Assurant's offer to do the exchange via the post is a suitable one. As Mr A will no longer be without a phone due to using this method. So I won't ask it to do anything further in this regard.

My final decision

For the reasons I've given I uphold Mr A's complaint and direct Assurant General Insurance Limited to pay him £150 compensation.

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

Sophie Goodyear
Ombudsman