

## **The complaint**

Mr A's complaint is about a claim he made on his Assurant General Insurance Limited ('Assurant') mobile phone insurance policy.

Mr A is unhappy with the outcome of that claim.

## **What happened**

Mr A had a problem with his phone screen so made a claim on his Assurant mobile phone insurance policy.

He was initially told that the phone wasn't one which would attract cover under the policy because it was worth more than £2,000. Unhappy Mr A complained. Assurant agreed on this particular occasion to repair the phone.

Mr A says that when he sent his phone in for repair, Assurant replaced his phone's special edition casing with standard casing. He says this wasn't something Assurant told him they would do beforehand and feels they should have told him in advance. Assurant have said they can't now reverse the repair. Unhappy Mr A referred his complaint to the Financial Ombudsman Service.

Our investigator considered Mr A's complaint. He said that Assurant did tell Mr A that they don't provide cover to ensure the colour of the phone and that this was consistent with the policy terms. As a result, he didn't uphold Mr A's complaint. Mr A doesn't agree with the investigator's findings, so the matter has been referred to me to determine.

## **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 don't uphold Mr A's complaint. I'll explain why.

The starting point is the policy terms. They say:

*"We will attempt to replace your phone with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile phones".*

They also say:

*"Repairs will be made using readily available parts, or we may provide refurbished products. These may contain parts that are of similar or equivalent specification, and these may include unbranded parts".*

In this case Mr A's phone was a special edition mobile phone. The casing was of a specific colour and design. When Assurant repaired the phone, they replaced the casing with standard casing, which is consistent with the policy terms.

Mr A's complaint is that he wasn't told by Assurant this would happen. In this case, Mr A's phone wasn't actually one that attracted cover under the policy. That's because the policy says:

*"This policy does not cover mobile phones over a value of £2,000 (including VAT)".*

Mr A was told this during a phone call with Assurant in October 2023. But he remained unhappy with the position and asked to raise a complaint. In doing so Assurant agreed on this occasion to conduct the repair. I've listened to the call recording and at the beginning of the call the representative Mr A spoke to told him that they don't provide cover for the colour of the phone. So, he was told that this wasn't something they could offer before he sent the phone off for repair.

I appreciate that Mr A might have expected Assurant to contact him again before the phone was repaired and tell him they couldn't keep the colour of the casing but I don't think they needed to do this. When Mr A complained to Assurant about their not covering his claim and made clear he wanted them to repair his phone, he was made aware of the limitations of cover. So, I don't think this was something they needed to remind him off at a later stage. And the approach they applied is consistent with the terms of the policy he took out.

Mr A has likened his situation to receiving a Peugeot instead of a Ferrari when the phone was returned to him. Whilst that might be right, the repaired phone he received was all he was covered to receive. And Mr A was insistent that he wanted Assurant to accept his claim. Assurant explained the limitations of cover during the call in which this took place and Mr A asked them to repair his phone in spite of this. As such I can't say that Assurant acted unfairly in this case.

### **My final decision**

For the reasons set out above, I don't uphold Mr A's complaint against Assurant General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 March 2024.

Lale Hussein-Venn  
**Ombudsman**