

## **The complaint**

X complains that Assurant General Insurance Limited mishandled a claim on a mobile phone insurance policy.

## **What happened**

X had a phone insured on a policy with Assurant.

Unfortunately, in late May 2024, X reported damage to the phone. Assurant accepted the claim and agreed to send a replacement phone.

In June 2024 X complained to Assurant about failed deliveries and poor communication.

On about 20 June 2024, Assurant delivered a replacement phone to X.

By a final response dated 22 June 2024, Assurant said it would send X £50.00 as an apology.

X asked us to investigate.

Our investigator recommended that the complaint should be upheld in part. The investigator thought that £150.00 compensation would be more in line with our approach. The investigator recommended that Assurant should pay X a further £100.00 compensation so a total of £150.00.

Assurant disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- A further £100.00 (total of £150.00 redress) is not warranted in this instance.

X also disagreed with the investigator's opinion. X says, in summary, that:

- Assurant did not abide by its contract.
- Assurant caused significant distress, anxiety, and psychological trauma.
- Assurant should pay for weekly therapy sessions for at least six months with a therapist of X's choice, along with compensation of at least £50,000.00.

## **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.

The policy terms included the following:

*"If your Device is damaged or breaks down we will either repair or replace it.*

*If your Device is lost or stolen we will replace it.*

***Replacements***

- 1. This is not 'new for old' insurance, and replacement Devices will come from fully refurbished stock (not brand new).*
- 2. We will attempt to replace your Device with one of the same colour but we cannot guarantee to do this or replace any limited or special edition Devices.*
- 3. If we cannot replace your Device with one of the same make, model and specification we will contact you to discuss alternative Devices of similar specification*  
*...*  
*If we are unable to replace your Device with the same make and model, we will contact you to discuss an alternative claim settlement."*

The damage and the need to make a claim were, in my view, bound to cause X some upset and inconvenience. However, Assurant was obliged to deal with the claim fairly and promptly.

I've seen evidence that there were multiple occasions in early June 2024 when Assurant's delivery service was at incorrect locations to deliver to X yet recording that the delivery had failed. And the delivery service returned Assurant's parcel to it.

At that stage, Assurant no longer had a suitable replacement phone in stock. Yet it didn't contact X to discuss an alternative. And Assurant was responsible for delay in putting X on its waiting list for a suitable replacement.

From about 14 June 2024, the delivery service tried to deliver the replacement phone at the correct address. In the end, it delivered the phone to one of X's neighbours on about 20 June 2024.

### **Putting things right**

I'm concerned by what X has said about his experiences including comments from colleagues, tantrums, insomnia and feelings of desperation. I've noted that X works in an organisation able to arrange suitable support.

While I don't doubt that X attributes such experiences to the shortcomings of Assurant, I haven't seen enough evidence to show that Assurant was the cause of such a serious impact. So I don't find it fair to direct Assurant to compensate X for such experiences.

I have to apply our published approach to assessing compensation for distress and inconvenience. I keep in mind that the difficulties over the replacement phone lasted for about three weeks.

I note that Assurant tried to put things right by its payment or credit of £50.00. I don't think that was enough in X's case.

Overall I agree with our investigator that a further £100.00 is fair and reasonable.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Assurant General Insurance Limited to pay X, in addition to its payment of £50.00, a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 7 February 2025.

Christopher Gilbert

**Ombudsman**