

The complaint

Dr M complains about the settlement offered by Assurant General Insurance Limited (Assurant) for a claim made under his mobile phone insurance policy.

What happened

Dr M took out a mobile phone insurance policy to cover his phone. The terms and conditions explained:

'If your mobile phone is lost or stolen we will replace it with a mobile phone of the same make, model and memory size. If we cannot do this you will be given a choice of models with an equivalent specification'.

Dr M's phone was stolen. Assurant sent Dr M a replacement phone but Dr M wasn't happy with what he'd been sent. Dr M said he told the Assurant call handler when registering his claim that his own phone supported the use of dual physical SIM cards, and that his replacement needed to have this. Assurant said the replacement it had sent to Dr M did offer the option to use two SIMs- including one physical SIM card, and one eSIM.

Dr M didn't think the replacement phone was the same specification as what his original phone included, and so didn't think Assurant had met the policy terms. Assurant didn't offer to do anything in settlement of Dr M's complaint.

Unhappy with Assurant's response, Dr M referred his complaint to this Service. Our Investigator looked at the complaint and said the replacement Assurant had sent reasonably met the terms of the policy. Dr M didn't agree, so the complaint has been passed to me.

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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether Assurant has acted fairly and reasonably when providing Dr M with a replacement phone. Having done so, I consider it has. I'll explain why.

The terms and conditions of Dr M's policy say *'If your mobile phone is lost or stolen we will replace it with a mobile phone of the same make, model and memory size.'* There's no dispute about the replacement phone being the same make, model and memory size as Dr M's lost phone. Dr M's dispute centres around the phone's specification, namely that the replacement doesn't include the option to support two physical SIM cards.

Dr M says he made this requirement clear to the Assurant call handler at the time of registering his claim. I recognise that Dr M did explain to the Assurant call handler that his lost phone supported the use of a dual-SIM.

But I don't agree that Dr M went as far as saying that any replacement phone would need to support only physical dual SIM cards. I've considered the likeness of the replacement offered by Assurant, and whether it reasonably meets the policy terms saying what Assurant needs to do in the event of a claim.

The replacement offered by Assurant includes the option to use two SIM cards. I accept that Dr M's lost phone featured two physical SIM card slots, plus an eSIM option. However, the specification for Dr M's lost phone also confirmed that only two SIMs could operate at any one time. So although the phone featured dual SIM card slots, and an eSIM, in practice, the device would only support the operation of two SIMs at any one time.

The replacement phone offered to Dr M includes the option to use two SIMs. I recognise that one of these options is an eSIM. Dr M feels strongly that as his lost phone included two physical SIM card slots, the absence of two physical SIM card slots makes the replacement phone unsuitable. But keeping in mind the policy terms and what it's designed to cover, I'm satisfied the replacement offered is fair, and in line with the policy terms.

I say this because the replacement phone is identical in make, model and memory size to Dr M's lost phone. I recognise the difference in how Dr M can use the SIM options, but the replacement still allows two SIMs to operate at the same time. This is in line with the feature Dr M's lost phone benefitted from. I haven't seen any evidence to persuade me that the difference is so material that Dr M can no longer use his phone for its intended purpose, or that Assurant has acted outside of the policy terms in what it has offered as a replacement.

I understand my decision will come as a disappointment to Dr M. I leave it up to Dr M to decide whether he wishes to accept the replacement phone. For the reasons explained, I won't be asking Assurant to do anything in settlement of Dr M's complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr M to accept or reject my decision before 28 April 2025.

Neeta Karelia
Ombudsman