

The complaint

Mr D's complaint is about the settlement offered and the handling of a claim under his mobile phone insurance with Assurant General Insurance Limited.

What happened

Mr D contacted Assurant in July 2024, as his phone was damaged. The phone was deemed to be beyond repair. Initially Assurant offered a cash settlement but later sent Mr D a replacement phone.

Assurant was not able to provide the exact model of Mr D's insured phone, so offered a newer model. Mr D is not happy however that it is a suitable replacement for his phone. Mr D says that while *"all features are the same or better as it's a newer model"*, he is unhappy with it, as he says his original phone had a dual SIM tray and the replacement provided does not. Mr D also says that the replacement phone is not to UK specification.

Assurant said it had provided an upgraded phone to Mr D and so does not consider it needs to do anything further. It says that the replacement phone can be used with an eSIM, so Mr D still has the option to use two, or more, networks on the phone. Assurant also says that an eSIM enables the user to have multiple plans on one device without physically swapping SIM cards, while dual SIM trays allows two active SIM cards but only one can be used at a time and the capabilities of the two phones are the same.

Mr D remained unhappy, so referred his complaint to this Service. Mr D says it should be his choice whether he wants to use an eSIM but, in any case, not all networks offer eSIMs. Mr D says he was previously able to use two physical SIMs and an eSIM, which was an important feature for him. Mr D says he has not therefore been indemnified properly under the policy and this has caused him distress and inconvenience for which he should also be compensated.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she thought that Assurant had provided a reasonable replacement for Mr D's insured phone.

Mr D does not accept the Investigator's assessment. He has provided a copy of an email dated 23 February 2025 from the manufacturer which says the phone he has received is a US model. Mr D says he was offered the newer model but it was reasonable for him to assume this would be a UK version and if he had known it did not have two physical SIM trays, he would not have accepted it. Mr D says all UK models of the original phone and the replacement phone offer two physical SIM trays as well as eSIM capability; this is a key feature he relies on and is crucial for his needs, as he frequently changes networks to get the best deals and uses his phone abroad.

As the Investigator was unable to resolve the complaint, it 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.

Mr D's policy with Assurant provides cover on the following basis:

"If your mobile phone is damaged or breaks down, we will either:

(1) repair the mobile phone (where possible), or

(2) 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...

Replacements

(1) Where we replace the mobile phone the replacement will be a refurbished (not brand new) device, we do not provide 'new for old' insurance cover.

(2) 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."

Similar terms are common to most mobile phone insurance policies.

Assurant was unable to provide the same make and model phone as a replacement. It therefore provided a newer version. I have to determine whether it was a reasonable replacement to offer, having regard to the policy terms set out above. Having done so, I think it was a suitable replacement. I will explain why.

Mr D is unhappy that the replacement phone is not a model originally sold in the UK. However, I do not think that this in itself means it was an unsuitable replacement. I say this because no evidence has been provided, as far as I am aware, that the original place of sale of the phone affects its capabilities or use in the UK, or any other location that Mr D would want to use it.

However, having said that, I acknowledge Mr D's point that he assumed the phone offered would have the same dual SIM tray as his previous phone, as he says the replacement phone that is sold in the UK does have the same dual SIM tray. It may be right that Mr D would not have agreed to this replacement phone if he had known this. However, as stated above, even if Mr D is unhappy with the model offered, I have to consider whether it was a reasonable replacement to offer.

As mentioned earlier in this decision, Mr D acknowledges that "*all features* [of the replacement phone] *are the same or better as it's a newer model*". I think it is reasonable to consider therefore that Mr D has received an upgrade on the original phone.

The only other issue Mr D has raised with the replacement phone is that it does not hold two physical SIM cards at once. Mr D says this is an important feature for him. I have considered Mr D's point that some networks not offering eSIMs but I have not been provided any evidence that he has an eSIM that he could not use; and I note that they are becoming more commonly available.

I have also considered Mr D's point that it is important for him to be able to have two physical SIMs, as well as eSIM capacity, because he changes networks regularly and he also uses the phone abroad. I can understand that being able to use more than one, or even more than two SIMS in the phone would be important. However, I note it appears that the original phone would only allow two SIMS to be active at once, which is the same as the replacement model. Assurant has also said that the replacement phone can store more than one eSIM at a time, which means more than two SIMs can be stored on the replacement phone at once. And again, it seems only two could be active at any one time. Given this, I think Mr D can still store more than two SIMS, if he wishes and so the way he says he uses his phone is not unreasonably restricted.

Having considered everything carefully, including the fact the policy states it may not always be possible to provide an exact replacement of the policyholder's insured phone, I think the replacement offered by Assurant here was a reasonable one and I am not persuaded that it needs to do anything further in order to indemnify Mr D for his loss. I also do not think that Assurant is responsible for any distress or inconvenience suffered by Mr D, so do not consider that any compensation is warranted.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 4 June 2025.

Harriet McCarthy
Ombudsman