DRN-5555590

## The complaint

Miss O has complained that Assurant General Insurance Limited (Assurant) unfairly dealt with a claim under her gadget insurance policy.

## What happened

Miss O contacted Assurant to make a claim when her tablet stopped working. Assurant accepted the claim and assessed the tablet. It decided that the tablet couldn't be repaired. So, it said it would replace it. Assurant didn't have a suitable device in stock. So, it said it would cash settle the claim.

Miss O complained. She said Assurant should have offered her an equivalent tablet to the one she owned. The cash settlement offer was also considerably less than she had paid for the tablet. She was also concerned about the claim handling and communication issues. When Assurant replied, it accepted that the wording of an email had been incorrect and set an ambitious expectation for repair or replacement which it wasn't able to meet. However, each of its agents had provided correct information. It was unable to repair the device and didn't have a suitable replacement in its stock. This meant it had to offer a cash settlement. It wasn't a new for old policy. Its replacement devices were refurbished and it based cash settlements on this. It said the cash settlement it had offered was more than fair.

When Miss O complained to this Service, our Investigator didn't uphold it. She said Assurant had accepted that it had incorrectly advised that the repair would take up to three days, when it was up to five days. When Miss O followed up on this, Assurant advised the correct timescales. Assurant attempted to call Miss O to update her about the claim. Miss O disputed this, but Assurant's records showed this was the case. Assurant had been unable to repair the device or provide a replacement. The cash settlement Assurant offered was fair and in line with the policy terms and conditions. The amount offered was sufficient to buy a replacement. Miss O also said a call handler had been rude to her. Having listened to the call, our Investigator said the call handler had been polite and courteous throughout.

As Miss O disagreed, the complaint was referred 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.

Having done so, I don't uphold this complaint. I will explain why.

Miss O has said that how Assurant offered to settle the claim wasn't in line with the terms and conditions of the policy. Looking at the policy wording, this said:

"*If your mobile and/or gadget is damaged or breaks down Assurant will either:*
*• repair the mobile and/or gadget, or*
*• replace it with a mobile and/or gadget of the same make and model. If Assurant cannot do this you will be given a choice of models with an equivalent specification.*
*…*

*Replacements*
*• This is not 'new for old' insurance, and replacement mobile and/or gadgets will come from fully refurbished stock (not brand new).*
*…*

*• In the event Assurant are unable to provide a replacement Assurant will contact you to discuss an alternative claim settlement.*"

So, the policy made clear that it wasn't a new for old policy and that a replacement device would be from refurbished stock. It also noted that it would offer an alternative settlement where it couldn't replace the device.

When Assurant assessed the device, it decided it couldn't be repaired. So, it said it would replace it. However, Assurant didn't have a replacement device in stock that was the same make or model. It was also unable to source a model with an equivalent specification. I'm aware Miss O has said Assurant must have had many tablets of the same brand in stock. So, she said it should have offered one of those. I listened to a phone call where Miss O spoke to Assurant about it not being able to offer a replacement device. During the call, the call handler carried out a live stock check. She was unable to find a suitable device in stock at that time. She explained that because Miss O had a mini tablet, this was likely to be the issue.

Looking at the policy, it said where the same make and model wasn't available that it would offer a choice of models with an "*equivalent specification*". I'm not persuaded this meant Assurant had to offer tablets of a standard size as an alternative or that it was unreasonable for Assurant not to consider this to be an equivalent to Miss O's mini tablet. So, Assurant offered Miss O a cash settlement. In the circumstances, I think that was reasonable and in line with the policy terms and conditions. I also think the cash settlement amount was reasonable. It was based on the cost of buying a refurbished device the same make and model as Miss O's. I have also seen evidence that it was possible to buy a replacement refurbished tablet of the same make and model.

Miss O has also complained about how her claim was handled and that Assurant didn't follow its own processes. Assurant accepted that it initially advised Miss O it would take three days to repair the device, when it was up to five days. When Miss O contacted Assurant to get an update, the call handler corrected this and advised the correct timescales. I think Assurant acknowledging and correcting its error was fair in the circumstances.

Miss O has also said that Assurant told her that she should provide the proof of purchase for her tablet and that this was the amount the claim would be settled for. It's my understanding that Assurant raised the proof of purchase to show that Miss O owned the device claimed for. It's normal for an insurer to request this type of evidence. I should also note that even if Assurant had initially told Miss O it would pay her the full amount she had paid for the tablet, I would still have expected Assurant to settle the claim in line with the terms and conditions of the policy. It wasn't a "*new for old*" policy.

Miss O also said Assurant didn't call her to discuss an alternative claim settlement. Based on what I've seen, Assurant tried to contact Miss O to discuss an alternative settlement. But Assurant noted in its records that it was unable to contact Miss O by phone and there was no voicemail facility. I'm aware Miss O disputes this, but I haven't seen evidence that persuades me Assurant didn't attempt to speak to Miss O. Assurant also followed up with an email and Miss O then spoke to Assurant. So, Miss O had the opportunity to discuss the claim settlement with Assurant, including it carrying out another live stock check to see if it could source a replacement tablet at that time.

Miss O also said a call handler was rude to her. I've listened to the phone call. Having done so, I think the call handler was polite throughout the conversation and listened to what Miss O said. The call handler also noted Miss O's concerns about the claim and explained that these would be added to her complaint. I didn't hear anything that made me think the call handler was rude or unhelpful.

I'm aware Miss O has said Assurant should be able to provide this Service with the call recording where it was unable to speak to Miss O or leave a voicemail. Assurant has said it only holds written records of calls when the person doesn't answer and there is no voicemail. So, there is nothing further it can provide. Miss O has said Assurant should provide its historic records to show what devices were in stock at any given time. I am unable to tell a business what calls it should record or how it should maintain its stock records. But, regardless of this, I think Assurant fairly dealt with the claim and did so in line with the terms and conditions of the policy. I think there is sufficient evidence available to me to make a fair and reasonable decision about this complaint.

So, having looked at everything that happened, I don't uphold this complaint or require Assurant to do anything else in relation to it.

## My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 9 September 2025.

Louise O'Sullivan
**Ombudsman**