

## **The complaint**

Miss Z has complained about the claims experience she encountered with Assurant General Insurance Limited when she made a claim for her mobile phone to be repaired under her mobile phone insurance policy

## **What happened**

Miss Z made a claim to Assurant on 14 February 2025 for accidental damage to her mobile phone. Assurant accepted her claim so Miss Z sent her phone to it for repair. On 19 February 2025 Assurant sent her phone back saying it was now repaired.

Unfortunately, Miss Z found her phone still wasn't working properly so she informed Assurant of this on 21 February. This meant she had to send the phone in again on 28 February. Miss Z received it back on 4 March, but the phone was still faulty. Assurant sent out a refurbished phone to Miss Z on 5 March collecting the faulty phone. That phone was returned on 7 March as it was also faulty. So Assurant sent out another refurbished phone.

At this stage Miss Z raised a complaint which Assurant upheld. It returned her excess payment of £75 by way of compensation.

However on 6 May Miss Z's second refurbished phone then developed faults so she raised a claim and further complaint with Assurant on 6 May. The phone was deemed beyond repair. Assurant also upheld her complaint and paid her a further £25 by way of compensation. On 20 May it then send her a further refurbished phone.

Miss Z was very unhappy with the level of service she received and felt she should be provided with a brand new phone. On that basis she brought her complaint to us.

The investigator was of the view that it should be upheld and didn't think the compensation Assurant had paid to Miss Z was enough. He thought Assurant should pay Miss Z an additional £250 to the £100 it had already paid her.

Miss Z agreed but Assurant did not. It thought such an amount of compensation was more of a penalty. So on this basis Miss Z's complaint has been passed to me to decide.

## **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'm upholding this complaint along the same lines as the investigator. I'll now explain why.

Looking at Assurant's timeline, which it disclosed to us, it's right that when Miss Z first made her claim on 14 February, she knew and understood she would be without her phone for

seven days. So Assurant is not responsible for this part of the delay and inconvenience of Miss Z not having a working phone up to 19 February.

However, Miss Z didn't get a working phone until 7 March, having been through the inconvenience of raising a complaint on 21 February as it was faulty and then sending her own repaired phone back on 28 February and obtaining a refurbished phone at that stage. After two months that phone then developed faults on 6 May where Assurant only received it on 12 May where she was then given a second refurbished phone on 20 May.

So using Assurant's own timeline and leaving out the initial claim where she was without a phone for the first seven days, Miss Z was without a phone from 19 February to 7 March and then again from 6 May to 20 May.

Miss Z explained she lost some work due to this and wasn't able to pay for things like parking without her phone. Further, she has essentially gone through a repair process four times before finally getting a phone that would work sustainably. I do consider that has put Miss Z to some considerable trouble and upset here.

As Assurant is aware, our approach to compensation is fully detailed on our website. When a business' mistake caused considerable distress that took a considerable effort to sort out we consider an award of £300 to £750 to be fair and reasonable. Therefore I consider the additional amount of compensation of £250 as suggested by the investigator is appropriate as it's in line with our approach. There is nothing punitive about it, it is simply to compensate Miss Z for the trouble and upset she endured over a considerable extended time.

As Miss Z agreed with the investigator's view I haven't dealt with her request to be given a new phone by Assurant. However given the policy doesn't provide that Assurant will provide a new phone under any circumstances, it follows that I don't consider there was any duty on Assurant to do this.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Assurant to pay Miss Z a further £250 compensation in addition to the £100 it has already paid her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 6 February 2026.

Rona Doyle  
**Ombudsman**