

The complaint

Mr A complains Assurant General Insurance Limited (“Assurant”) handled his mobile phone insurance claim unfairly.

Any reference to Assurant includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties. As our Investigator explained what happened, I won’t repeat matters in detail.

In summary, Mr A is unhappy the replacement phone he’s been given by Assurant - following a claim for accidental damage - isn’t the same model as his original phone. He says it doesn’t allow for dual physical SIMs, unlike his original phone. He says Assurant, therefore, hasn’t met its obligations under the policy.

Our Investigator considered the complaint and upheld it. He said the evidence showed Mr A hadn’t been provided with the same model as his original phone. He said Assurant should have therefore, given Mr A the option to select from other models of an equivalent specification or contacted Mr A to discuss an alternative settlement.

As it didn’t, he recommended Assurant provide Mr A with a like for like replacement phone or a cash settlement to allow him to purchase a replacement phone of the same specification as his original device.

In response, Assurant said that whilst it remained satisfied it had provided a phone of an equivalent specification, it would offer Mr A a cash equivalent should he wish to return the replacement device. It said its offer wasn’t an admission of liability as it considered it had met its policy obligations.

Both parties asked for a final decision and so, the case 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.

I’ve also kept in mind Assurant’s responsibilities as an insurer to handle claims fairly and promptly – and to support consumers when making a claim. Having done so, I agree with the outcome our Investigator reached, I’ll explain why.

The starting point is the policy document, which says:

“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.”*

Mr A's mobile phone couldn't be repaired, so in line with the policy terms Assurant needed to replace it with a mobile phone of the same make, model and memory size, or if couldn't, offer Mr A choice of models with an equivalent specification.

It is accepted the make and memory size of the replacement phone is the same as Mr A's original phone. But Mr A says the model isn't the same.

He's provided evidence which shows the phones have different "model names" and have different functionality with regards to the SIMs. Mr A's original phone had dual physical SIM functionality, whereas the replacement phone doesn't – instead it provides for one physical SIM and an eSIM. Assurant doesn't dispute this is a difference between the devices.

But Assurant says the eSIM does enable Mr A to use the replacement device in the same way as his original device, so it's satisfied the replacement mobile phone meets the policy terms. Whilst I accept the phone's capability may work in the same way, I don't find it reasonable to say the functionality of the device is the same. Mr A's original device allowed for him to remove and insert two physical SIMs – the replacement doesn't.

This difference in SIM functionality together with the devices having different model names persuades me Assurant hasn't provided Mr A with a replacement which is the same model. And so, it hasn't met its obligations under the policy.

To resolve matters it should provide Mr A with a dual physical SIM version of his original device or pay a cash settlement which enables him to purchase a replacement refurbished device of the same specification.

It should also pay Mr A £100 compensation to recognise the inconvenience he's experienced – namely, having to spend time chasing matters up – due to Assurant not handling the claim fairly in the first instance.

My final decision

My final decision is I uphold this complaint and require Assurant General Insurance Limited to:

- take possession of the replacement phone at no cost to Mr A, and either:
 - provide a dual physical SIM version of Mr A's original device, or
 - pay a cash settlement which enables Mr A to purchase a replacement refurbished device of the same specification from a reputable, online, merchant.
- Pay Mr A £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 January 2026.

Nicola Beakhust
Ombudsman