

The complaint

Mr J has complained about Assurant General Insurance Limited's handling of his mobile phone claim.

What happened

Mr J has mobile phone and gadget insurance with Assurant. He made a claim in May 2025 following the loss of his Apple iPhone X. Assurant accepted the claim and offered to replace the lost phone with a refurbished one in accordance with the terms of the policy or to provide a cash settlement to the value of the device.

Mr J was unhappy with this – he felt that the device was outdated and he requested an iPhone 14 or a cash settlement of £400.

When Assurant maintained its settlement offer Mr J referred his complaint to our Service. The investigator didn't recommend that it be upheld. They didn't find that Assurant had treated Mr J unfairly. They also found that Mr J had chosen the policy excess of £100 and that Assurant had applied it fairly.

Mr J appealed. In summary he felt that the principle of 'like for like' was being misapplied. He said that the Consumer Duty meant Assurant was under a duty to deliver good outcomes but the product being offered wasn't fit for purpose. He said that his request wasn't for an upgrade but for a functional equivalent. Mr J also reiterated his feeling that the excess charge was disproportionate.

As no agreement has been reached the complaint has been passed to me to determine.

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 Mr J that whilst I've summarised the background to this complaint, I've carefully considered all the submissions Mr P has made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the policy terms, regulatory rules and the available evidence to decide whether I think Assurant treated Mr J fairly. Having done so, and although I recognise that he will be disappointed by my decision, I don't uphold this complaint. I will explain why.

Mr J's policy terms include the following:

We will replace devices that are lost or stolen with a device 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

Replacement Devices

1. *Where we replace the device, the replacement will be refurbished or remanufactured (not brand new) device*
2. *We will try your replace your device with one of the same colour, but we can't guarantee this or replace any limited or special edition devices*

Assurant has accepted Mr J's claim and offered a like for like replacement or to give him a cash equivalent based on the cost of a new iphone X. Alternatively if Mr J didn't wish to take up either of these option Assurant said he could cancel his claim and it would refund the £100 excess. I find its offer was fair.

Mr J has said that the core principle of like for like is being misapplied. I don't agree. Assurant's offer is based on like for like – the iphone 14 which Mr J has requested wouldn't be like for like, but several editions newer. There is no basis on which I could require Assurant to replace his lost mobile phone with a newer and more expensive model.

I do understand Mr J has concerns about the software functionality, but his policy covers his phone, not its software capability. This is also set out in the policy terms:

Contents of your device: We only cover the device; we don't cover the contents. This means that any pictures, software, downloads, apps, music, or any other content is not covered by this policy.

I also don't agree that the refurbished phone wouldn't be fit for purpose. Mr J has said that the battery will be worn out and the phone won't operate to full capacity. There is nothing to suggest that the replacement phone's battery wouldn't be effective. However, the offer Assurant has made goes beyond his policy terms and Mr J was also offered cash to purchase a new iphone X 64GB. If Mr J were to take up this offer it may allay his battery concerns.

Mr J is also unhappy with the excess amount paid of £100. But his policy makes clear that this amount must be paid before a claim will be settled. Given the documentation I don't find that this would have been a surprise to Mr J or that it was unfairly applied by Assurant.

I appreciate that Mr J will remain disappointed – but in all the circumstances I am satisfied that Assurant has treated him fairly and reasonably and in accordance with the clear policy terms. For the avoidance of doubt I don't find Assurant has acted in a way that is contrary to any regulatory principle or its regulatory duties.

My final decision

For the reasons given my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 29 December 2025.

Lindsey Woloski
Ombudsman