

The complaint

Ms H has complained about how Assurant General Insurance Limited (Assurant) dealt with a claim under her mobile phone policy.

What happened

Ms H made a claim for accidental damage to her phone. Assurant arranged for Ms H to have her phone repaired at a shop. When the shop assessed the phone, it said it was beyond economic repair. So, Assurant said it would replace the phone.

Assurant arranged to deliver the phone to Ms H's home. However, the phone wasn't delivered. Assurant sent a new phone to Ms H's work. This delivery also didn't arrive. In total, the delivery failed five times over about five days. So, Assurant said it would cash settle the claim for £640, which was the cost of a replacement device of the same make and model as Ms H's damaged phone.

Ms H complained. She said she wanted Assurant to provide her with a brand new phone. When Assurant replied, it accepted there had been five failed deliveries, for which it apologised. It said the cash settlement it had offered was correct and Ms H could buy a replacement for that amount. It offered £125 compensation for the issues with the claim.

When Ms H complained to this Service, our Investigator didn't uphold the complaint. She said Assurant's claim settlement was in line with the policy terms and conditions, which said devices would be refurbished. The cash settlement was enough to allow Ms H to buy a refurbished phone. She said the compensation was fair to reflect the issues with the claim.

As Ms H didn't agree, 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.

Assurant initially said it would repair the phone. When it was decided it wasn't possible to repair it, Assurant said it would replace the phone. When the delivery of the new device failed multiple times, Assurant offered a cash settlement for the amount it would cost to buy a refurbished device, which was £640. Ms H has said she wants Assurant to pay her £1,529, which was the cost of a brand new phone.

I've looked at what the policy said about replacement devices. This was:

"Replacement devices will come from refurbished stock (not brand new), we do not provide 'new for old' insurance cover ... We will attempt to replace your device with one of the same colour but we can't guarantee to do this or replace any limited or special edition device..."

And:

“If we are unable to replace your phone with the same make and model, we will contact you to discuss an alternative claim settlement.”

So, the policy said replacement phones would be refurbished and not brand new. When the deliveries failed, Assurant offered a cash settlement instead. I've seen evidence that phones of the same make and model could be purchased by Ms H for that amount. So, I'm satisfied that Assurant offered a fair settlement for the damaged device. Ms H has said that where Assurant replaced a phone, it would often send a brand new device. She wanted Assurant to pay a cash settlement that allowed her to buy a brand new phone. However, I'm satisfied that the cash settlement offered was in line with the policy terms and conditions. Assurant didn't need to provide a cash settlement for the cost of a brand new phone.

Ms H has said she has a disability, but this wasn't taken into account when Assurant settled the claim. So, I've thought about this. Assurant was entitled to send a replacement device to settle the claim. Each time Ms H said the delivery failed, Assurant promptly sent a new device. However, the deliveries continued to fail. This took place over about five days. Assurant's records showed that it specifically reviewed the claim taking into account Ms H's disability. When Ms H explained her concerns about the continued failure to deliver a replacement phone, Assurant decided it would pay a cash settlement. Ms H confirmed her damaged phone was ready to be sent to Assurant and Assurant then arranged to pay the cash settlement. I think the evidence shows that Assurant specifically considered Ms H's disability when it decided how to settle the claim.

Ms H was also concerned that the issues with her claim were because of her ethnicity or race. She said her white neighbours had a similar situation and received a replacement phone on the third attempt and £200 compensation. I don't know the circumstances of the neighbours' claim or how their insurer dealt with it. My role is to look at Ms H's individual complaint. Looking at what happened, I think Assurant dealt with the claim issues promptly and that it did what I expected it to do. This was to send another replacement where there was evidence the delivery had failed. As the issue continued, it then reviewed the claim and offered a cash settlement as an alternative. I'm aware Ms H has said she has “*extreme difficulties*” with the delivery company and is now on its “*block list*”. She has said she has also raised a “*serious complaint*” about the driver with the delivery company. However, I'm unable to comment on Ms H's wider issues and concerns about the delivery company. Based on what I've seen, Assurant did what I would expect it to do to settle the claim and address the issues during the claim. I haven't seen evidence to show that Assurant treated her differently to other customers in the same or similar circumstances or that the issues with the claim were due to Ms H's ethnicity or race.

I've also thought about the £125 compensation Assurant offered. Assurant doesn't dispute that there were issues with the claim and that this would have caused Ms H inconvenience. It took steps to address those issues, including sending multiple devices to try and settle the claim and then moving to a cash settlement when this still failed. Looking at what happened, I'm satisfied the compensation Assurant offered was fair in the circumstances to reflect the impact on Ms H because of the issues with the deliveries and settling the claim. It is in line with what I would have required Assurant to pay if it hadn't already offered this.

As a result, 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 Ms H to accept or reject my decision before 8 January 2026.

Louise O'Sullivan
Ombudsman