

The complaint

Mr S and Mr S are unhappy about how Assurant General Insurance Limited trading as Assurant settled a mobile phone claim under a home insurance policy.

I'll refer only to the Mr S who made the mobile phone claim throughout this decision.

What happened

Mr S made a claim when his mobile phone was damaged. He sent the damaged phone to Assurant. And it sent him back a phone of the same make and model but in a different colour. Mr S wasn't happy with this. He said that the colour of his original mobile phone was (green) and that was worth more than the replacement phone he was sent by Assurant (black). Mr S said the difference in the value was between £100 - £300 and that was unfair as he was now worse off and would be out of pocket when he came to re-sell the phone due to the lower value attached to the colour of the replacement phone.

Mr S complained to Assurant. It said it had been unable to repair the device, so it sent Mr S a replacement. Assurant apologised and said sometimes it was impossible to provide the original colour. It said the replacement phone was in line with the terms and conditions of the policy. Mr S remained unhappy and brought his complaint to this service.

Our investigator didn't uphold the complaint. She referred to the policy which said the colour of the replacement phone isn't guaranteed and so Assurant hadn't acted unfairly. Our investigator noted the phone had similar technical specifications. She said the colour of the phone isn't something Assurant agreed to provide cover for.

Mr S didn't accept this and asked for his complaint to be passed to an ombudsman for a final decision.

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.

There's no dispute that Mr S made a valid claim that was accepted by Assurant, and it provided him with a same make and model replacement phone.

When Mr S received the replacement phone, he was quick to go back to Assurant and point out the issues as he saw them due to the colour. He referred to the lower value, that he would be out of pocket for any future re-sale and so he didn't think it was a suitable replacement. He wanted Assurant to provide him with a green mobile phone like he'd had before.

On this point the policy terms and conditions say:

“We will attempt to replace your phone with one of the same colour but we can't guarantee to do this or replace any limited or special edition mobile phones.”

So, although I understand the point Mr S is making, I think that term within the policy is clear. The policy doesn't suggest that a customer making a claim will definitely get a replacement phone of the same colour.

As I think the term is clear and Assurant have acted in line with those policy terms and conditions, I think it has acted fairly and reasonably. It didn't guarantee to replace the damaged phone with the same colour replacement phone.

Mr S has made the point that he doesn't think the re-sale value is the same and that he will be out of pocket when he does re-sell. But I don't think Assurant said it would insure him for any re-sale value. The policy is about a replacement phone of similar specification, and I think it has done what it is required to do.

I know there are now further issues with the replacement phone, but that isn't part of this original complaint and will need to be discussed between Mr S and Assurant in the hope of reaching a resolution.

My final decision

I don't uphold this complaint.

I make no award against Assurant General Insurance Limited trading as Assurant.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mr S to accept or reject my decision before 11 December 2023.

John Quinlan
Ombudsman