

The complaint

Ms L is unhappy with the replacement device provided by Assurant General Insurance Limited (Assurant) after she made a claim under her mobile phone insurance.

What happened

Ms L has a packaged bank account which includes mobile phone insurance, underwritten by Assurant.

Following the theft of Ms L's phone in May 2023, she made a claim to Assurant. The claim was accepted, Ms L paid the £100 excess required by the policy, and Assurant said Ms L would be provided with a replacement phone.

Ms L was unhappy with the replacement phone as the colour of the device was pink, whereas she had a white phone previously. So, Ms L complained to Assurant.

Assurant said the claim had been fulfilled in line with the policy terms, so they didn't do anything further.

As Ms L remained unhappy, she approached this service.

One of our investigators looked into things but she didn't uphold the complaint. She said the claim had been settled in line with the policy terms, which didn't guarantee the same colour device would be provided. She recognised Ms L was initially told she could be put on a wait list for a different colour, but this was clarified shortly after as being incorrect.

As the investigator was satisfied the claim had been settled in line with the policy terms, she didn't recommend Assurant do anything further.

Ms L remained unhappy and asked for a final decision from an ombudsman.

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, and whilst I appreciate it will come as a disappointment to Ms L, I've reached the same outcome as our investigator.

Ms L says she was told she would receive the same colour phone during the initial claim call. She says that if she was told it would be different, she wouldn't have paid the excess.

I've listened to that call, but Assurant didn't say the colour of the replacement would be white. Ms L did ask what would happen if a replacement device wasn't available, and the agent said if there wasn't any stock then they'd look for an alternative, but they thought they would have stock. They then said there were a few available and the order was placed.

Assurant has confirmed the order was placed for a white phone, but by the time the order was being fulfilled, one wasn't available. So, a pink phone was sent instead.

The terms of Ms L's policy explain:

"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."

The policy provides cover for a replacement device. The terms explain this will be a device of the same make, model and memory size. So, whilst I can understand Ms L's disappointment, I'm satisfied the claim has been settled in line with the policy terms, as the same colour isn't guaranteed

In a follow up call, after delivery of the pink phone, Ms L was told she could be put on a wait list for a different colour. However, this was clarified shortly after as being incorrect, as the wait list would only be used when there aren't any replacement devices (make, model and memory size) available. But there was a like for like device available in terms of model and specification, so a replacement device has been provided in line with the policy terms.

Whilst I do acknowledge Ms L's preference of phone colour, I'm satisfied Assurant has settled the claim in line with the policy terms, so I'm not going to direct them to do anything further.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 18 September 2023.

Callum Milne
Ombudsman