

The complaint

Miss B complains about Assurant General Insurance Limited's (Assurant) handling of her claim, under her mobile phone insurance policy.

What happened

I should say at the outset, that both parties are aware of the full facts of this complaint, so I will outline the salient points below.

Miss B's phone was stolen, and she made a claim. Assurant accepted the claim and took the excess payment of £100. It sent her a replacement phone. But the phone didn't arrive until the day after Miss B said she had been told by Assurant that it would. So, she raised a complaint.

Miss B said that the phone that she received was faulty and she made a further complaint to Assurant regarding this. Assurant agreed to send another phone and arranged for the phone to be collected and another one delivered on 9 August 2023. But on 5 August 2023, the swap took place, albeit earlier than had been arranged.

Miss B said that she had to contact Assurant again, as the replacement phone it had sent was locked to another network. She told Assurant that she had managed to get the phone unlocked and sent it a report that confirmed that the phone was locked to another network. Miss B complained about this as well.

In its final response, Assurant apologised and acknowledged the poor handling of Miss B's claim. It accepted that it had sent out a faulty phone, sent an incorrect phone and that Miss B had been given differing information by its agents, particularly regarding the delivery. So, they offered a doorstep exchange for the locked phone and offered £100 compensation for the trouble and upset this caused.

Miss B remained unhappy with the outcome, not least as she said she had to take time off work, the inconvenience of the entire incident and she wanted around £300 compensation for the trouble and upset this caused. As she was given her referral rights, she referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that it was clear that there had been handling issues during the claims process. But Assurant had rectified those issues by either replacing the faulty handset, offering a doorstep replacement, offering to reimburse any costs that Miss B incurred as a result of unlocking the handset. As well as offering compensation of £100, which she thought was fair.

Assurant accepted the view. Miss B did not. She said that Assurant hadn't quality controlled the phones it had sent out. It was correct they offered a phone swap, but as she had taken time off of work, she would have had to have taken more time off of work to accommodate the swap. She said that after she had been on the phone with her network provider for 45 minutes, they were unable to unlock the phone. She felt that Assurant's agents were

unprofessional. She said that as a result she had to take out a new mobile phone contract and had sold the replacement phone from Assurant. She didn't think that the £100 compensation was adequate. So, she asked for a 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, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Miss B, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, terms and conditions of the policy and the evidence both parties have provided. Miss B has raised several issues regarding the complaint the first of which is that Assurant hadn't quality controlled the devices that it had sent to her.

I reviewed the policy terms and conditions to see what the obligations were for both parties. After a claim is made, and it is accepted by Assurant, the policy provides that a replacement phone will be re-conditioned or a re-manufactured device. It is not a new for old type policy.

However, the policy terms and conditions further explain the following:

'Before we send any device to settle a claim, we carry out a comprehensive checking process to make sure they are in full working order. All devices will come with a 1-year warranty.'

As Miss B said that she didn't think the devices were quality checked before they left Assurant, I asked Assurant specifically about this. It explained that it didn't provide quality check reports for the devices in its stock that pass, reports would only be provided if a device fails its check.

Further, it states that as the devices were accepted as stock, it was satisfied that the devices passed quality checks and it confirmed that the devices were checked to the manufacturer's specifications.

Although Miss B said that she felt that no quality control had taken place. Miss B hasn't provided enough evidence to support her position. And as Assurant has confirmed that quality checks were conducted, I'm persuaded that they took place. Further, as per the policy terms and conditions, the devices came with a warranty, if there were any issues. And I'm satisfied that Miss B was advised of this. In addition, Assurant accepted that the first phone wasn't fit for purpose,

Miss B said that she had already taken time off work in order to have the first phone delivered and she was unable to take further time off to accommodate the phone swap. From the evidence, Miss B had informed Assurant that on the day she believed the phone would be delivered to her, she hadn't taken time off but had a day off.

I appreciate that Miss B felt a level of inconvenience having to wait around for a phone to be delivered. But having reviewed the call recordings, the first two agents informed Miss B that delivery of the phone could take between one – three working days, and that she may get the phone, the next working day, but this wasn't guaranteed. In any event, Assurant acknowledged this as well.

Miss B said that she spent 45 minutes on the phone to her network provider, trying to get the second replacement phone unlocked. Although I note that she said that her network provider was unsuccessful at unlocking the phone, she wrote a complaint email in which she confirmed that the phone was unlocked:

'... Luckily I've managed to unlock this by speaking to (network provider) for 45 mins.'

Further, I haven't seen any evidence of Miss B having been charged to have the phone unlocked. Assurant has indicated that it would reimburse any costs that Miss B might have incurred, which I think is fair in the circumstances.

Miss B also said that the agents whom she spoke to were unprofessional. I have listened to all the call recordings as this is the best evidence to assess what and how things were said. I didn't find that any of the agents were unprofessional during the conversations with Miss B. But Assurant had found that some of the information that Miss B was given wasn't as clear as it could have been. And it recognised this error as well.

I understand that Miss B has since sold the second replacement phone. She said that she had now obtained a new contract and would like this to be taken into consideration.

I've carefully considered this, and although Assurant accepted that there were failings in the handling of Miss B's claim, I find that it did offer a further phone swap. And it offered, as an alternative, to pay for the second phone to be unlocked.

Miss B (as previously mentioned) didn't appear to have been charged for the phone to be unlocked. And wouldn't accommodate a phone swap, even though Assurant advised that she could have the phone swapped at any alternative address. I think that the offers Assurant made were reasonable and what we would've expected it to have done.

There is no doubt that there were errors made by Assurant during the claims process. And I'm pleased that Assurant recognised those errors. Assurant paid Miss B £100 compensation for the trouble and upset it caused.

I understand that Miss B would like an increased amount of compensation. So, I've reviewed our strict guidelines of compensation awards. I note that from report of the theft of the phone until Assurant settled the claim was around five days. I also note that Assurant has apologised for the mistakes it made. I agree that it was right for Assurant to recognise its error. And I also think the amount of compensation paid, is in line with our guidelines, so I won't be asking Assurant to increase this further.

I acknowledge Miss B's strength of feeling about this complaint. But, in the overall circumstances, I haven't seen enough evidence to show that Assurant acted unfairly. I'm therefore not going to tell it to do anything further here.

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 Miss B to accept or reject my decision before 10 January 2024.

Ayisha Savage
Ombudsman