

The complaint

Mr A's complaint arises from a claim made under his mobile phone insurance with Assurant General Insurance Limited, provided as part of a package of benefits by his bank.

Assurant is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As Assurant has accepted it is accountable for the actions of the agent, in my decision, any reference to Assurant includes the actions of the agents.

What happened

In November 2023, Mr A contacted Assurant as he had lost his phone. Mr A also wanted to claim for the phone case. Assurant accepted the claim and said it would replace the phone but it did not have any available the same colour as Mr A's insured phone. Assurant also said it could only replace the phone case, if Mr A was able to provide proof of purchase.

Mr A was not happy with the replacement phone provided, as it was a refurbished model and he said it was overheating and the battery health was less than 90%. Assurant offered to swap the phone, which Mr A initially refused. After Mr A complained, Assurant offered again to swap the phone at end December 2023, which Mr A then agreed to. However, the courier lost one phone and then there was a failed delivery. The phone was eventually swapped for another refurbished phone around two months after the claim. Assurant paid Mr A £75 compensation for the trouble around the exchange of the phone.

Mr A remained unhappy and raised another complaint about the replacement being refurbished phone rather than a new phone; it is not the same colour as his original insured phone; and Assurant has not settled his claim for the phone case which was lost at the same time. Mr A also says that the delivery company that delivered his replacement phone did not ask for identification, which means his housemate could have taken it.

Assurant says it is obliged to deliver to the correct address, which it did, and the replacement phone was delivered to Mr A without problem. If there had been an issue it would have investigated it further but as there was not, it didn't think it needed to do anything.

Mr A remained dissatisfied with Assurant's response to his complaint on these issues, so referred the matter to this Service.

One of our Investigators looked into the matter. She did not consider the complaint should be upheld. The Investigator said the policy makes clear that while Assurant will try and match an insured phone, any replacement phone would be refurbished and might not be of the same colour. The Investigator was therefore satisfied Assurant had settled the claim reasonably.

The Investigator was also satisfied that the policy sets out that the policyholder would need to provide proof of ownership of any item claimed for and as Mr A had not provided a receipt or other proof of ownership for the case, she did not think Assurant had acted unreasonably in not settling that part of the claim. And with regard to the delivery, the phone was safely

delivered to Mr A, so she didn't think there was anything more Assurant needed to do about the way the phone was delivered.

As the Investigator was unable to resolve the complaint, it has been passed 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.

Replacement phone

Mr A's policy says that in the event of a successful claim we *"will repair the mobile phone (where applicable) or replace it with a mobile phone 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. Any replacement mobile phone provided will come from refurbished stock."*

This is also stated clearly in the summary of key features of the policy: *"Some important exclusions... Replacement phones will be re-conditioned or re-manufactured devices, rather than brand new"*.

It also says that *"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."*

Terms similar to this are in virtually all mobile phone insurance policies I am aware of and I do not consider that they are inherently unreasonable.

Assurant provided a refurbished phone of a different colour than the original, which it was entitled to do. I have seen no evidence that the replacement device is an unreasonable or inappropriate colour, even if it is not the same as the original insured phone. While I understand there was a problem with the first replacement, this has been resolved and I have not seen any evidence there is any fault with the second replacement. I therefore consider Assurant has met its obligation under the policy.

Delivery

Mr A is also unhappy that when the replacement phone was delivered, the courier company didn't ask for identification of the person they handed the phone to. He says that a housemate could have taken the phone. Assurant says that it is sufficient that it deliver to the correct address and on the face of it this seems reasonable. In any event, the phone was safely delivered to Mr A, so I do not consider I need to take this issue any further.

Claim for case

It is for a claimant to establish their claim. This means that where an item is lost or stolen, it is for the claimant to establish that they owned the item claimed for and that it was lost in the way claimed. Terms to this effect are set out in the policy terms but even if they weren't, it is a general principle of insurance.

Assurant has not disputed that Mr A lost his phone and case but it has asked for proof of purchase of the case before meeting that part of the claim. For the reasons set out above, I think it is entitled to ask for such evidence.

We do expect insurers to be reasonable and accept that people do not always keep receipts for every item they buy. But I have not seen that Mr A has provided any proof to support

ownership of the case claimed for. Mr A is unhappy with this but without proof of the case lost, I do not consider I can ask Assurant to pay for this item. If he is able to provide some evidence of the ownership of the case, then Mr A should provide it to Assurant and ask it to reconsider that part of the claim.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 23 April 2024.

Harriet McCarthy
Ombudsman