

The complaint

Miss A complains that Assurant General Insurance Limited (Assurant) wouldn't provide a doorstep exchange, replacement phone, following a claim under her gadget insurance policy.

What happened

Miss A held a policy with Assurant and made a claim following the damage of her phone. The claim was accepted, and Assurant sent her a replacement phone. Miss A said that there was a fault with the phone, that had existed since she received it. But she didn't report the fault to Assurant, until around 17 days after she had received the phone.

Assurant advised Miss A about its warranty process. If she had notified them of the fault within the first seven days after receiving the phone, then it would have carried out what it called a 'doorstep exchange'. But as she had told them of the fault outside of this time frame, she would need to send the phone back to them for them to validate the fault.

Miss A was unhappy about the warranty process and complained. In its final response, Assurant maintained its position. It again offered a warranty repair to Miss A. But as she had been given her referral rights, and she remained unhappy, 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 she didn't think Assurant had been unreasonable to ask for the phone to be returned, so that it could either be repaired or replaced. So, there was nothing further she could reasonably ask it to do.

Assurant accepted the view, Miss A did not. 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. I understand this is likely to be a disappointment to Miss A. But I hope my findings go some way in explaining why I've reached this decision.

Having reviewed all the evidence and comments made by both parties, I think the main issues of this complaint are that Miss A believed that she was entitled to a 'doorstep exchange', for the faulty phone that she had received from Assurant. Also, that the warranty process and in particular the seven-day rule hadn't been notified to her in the policy terms and conditions. So, I've concentrated my decision on these issues.

I've reviewed the policy terms and conditions. And I accept that within it, there is no mention of a seven-day time limit for a consumer to notify Assurant of a fault with a device. What is mentioned, is that a consumer should report the fault, as soon as possible.

There are various ways that a consumer can make a report, one of which is online at any time of the day or night. I can't see that Miss A chose to report the fault in this way. I understand that she said that she was busy due to work commitments. But I don't agree that this would've been a barrier to report the fault sooner.

I asked Assurant why the warranty process wasn't within Miss A's policy. It said that the warranty process is a business process to determine how to proceed with a warranty fault, when it has been reported. And it isn't required as part of the policy terms and conditions.

Our service isn't the regulators of businesses. This is not our remit. We are tasked with investigating whether a business has acted fairly and reasonably. If there are complaints regarding business processes, these should be directed to the Financial Conduct Authority (FCA).

I've reviewed the warranty process. I note that Assurant said that this was a business process and as such, wasn't in the policy terms. But Assurant provided evidence that Miss A was informed about the warranty process. It has also said that when it sent the replacement phone to Miss A, there was documentation that outlined the warranty process.

Miss A said that she was unaware about the warranty process and in particular the seven-day time frame. She said that had she been made aware she would have returned her phone much sooner.

Miss A also said that the replacement phone was faulty from the day that she had received it. Miss A said that she was unable to contact Assurant due to her work commitments. But as I've mentioned, there is the option of logging the fault with the phone online at any time of the day. And I think it would've been reasonable for Miss A to have reported the issue with her phone, online within the first seven-days.

The warranty permitted Miss A to return the phone (after the seven-day time limit had expired) for Assurant to either repair or replace the phone. I understand that Miss A felt that she should be given the opportunity to have a doorstep exchange, but I don't think that Assurant was unreasonable to request the phone back, especially as it appeared to Assurant, that the phone had seemingly been working without issue for a while.

Additionally, I think it's fair and reasonable for Assurant to be given the opportunity to validate the fault. Which can only be done if Miss A returns the phone. Assurant has indicated that this offer is still available to Miss A and once it receives it, the phone will be assessed for faults and either repaired or replaced. If she wishes to take this up, then she is at liberty to contact Assurant to make the necessary arrangements.

I acknowledge Miss A's strength of feeling about this complaint and the reason why she referred it to our service. But, in the overall circumstances of this complaint, 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, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept

or reject my decision before 17 October 2023.

Ayisha Savage
Ombudsman