

The complaint

Mr I complains about the way Assurant General Insurance Limited (“Assurant”) handled a mobile phone insurance claim.

Any reference to Assurant includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I’ve summarised events.

Mr I has a mobile phone insurance policy which is underwritten by Assurant. He made a claim on the policy when his phone was stolen. Assurant accepted the claim and agreed to send a replacement device to Mr I.

Mr I says he didn’t receive the replacement device even though he was in at the time the delivery was said to have been made by Assurant’s courier. Mr I said the photograph taken by the courier – showing the parcel been delivered – wasn’t his address.

Assurant said the courier’s GPS information showed the delivery had been made to Mr I’s address, and this was supported by the courier’s photograph. Satisfied it had met its obligations under the policy, Assurant said it wouldn’t send another replacement device.

Unhappy, Mr I brought a complaint to this Service. To support his position, he provided a photograph of what he said was his front door and entrance porch. The door in the picture is white PVC with windows framing it, and it’s contained within a white PVC entrance porch which has black floor tiles. The courier’s picture, however, shows a different front entrance to the property.

Based on this, the Investigator wasn’t satisfied Assurant had delivered the replacement device to the correct address. So, he recommended it send a replacement and pay £200 compensation to recognise the inconvenience caused to Mr I. Assurant disagreed and so, the complaint was passed to me for an Ombudsman’s decision.

Mr I provided another video which he said showed the entrance door to his address together with the rest of the property. This was shared with Assurant, but it raised concerns about the validity of it.

I reviewed the evidence and explained that whilst I agreed the front door in Mr I’s photograph didn’t match the courier’s photograph, I wasn’t satisfied the photograph he’d taken was the door of the intended recipient address. I sent both parties my provisional findings saying why I wasn’t going to uphold the complaint, in summary I said:

- The door featured in the video of the property differed to the one in Mr I’s photograph. It wasn’t clear why Mr I would provide evidence of two different front doors for the same address.

- The front door in the photograph has windows either side, is contained within a PVC porch and has black floor tiles. Whereas the door in the video, is a single door. There are no windows, and it isn't in a PVC porch.
- In addition, the front door is next to a pebble dashed exterior wall, yet the property shown in Mr I's video is part white render, part red brick. And this is also how the property appears in satellite images. This inconsistency hasn't been explained.
- Notably, Mr I's video doesn't show the front door as part of the rest of the property – in other words the entire property isn't in the frame of the camera. This is something which had been asked for.
- In light of the inconsistencies, together with the courier's GPS information (which showed the correct address) and Mr I having previously told Assurant the courier's photograph was taken at his property, I considered it more likely than not the replacement device was delivered to the correct address. And so, I said Assurant didn't need to send another replacement device.

In response, Mr I disagreed. He said the only difference between the front doors in his photograph and video was that one was open and the other was closed. He also sent another video of his property's location – namely, that it's situated next to a neighbouring property – both of which are behind a shared entrance gate which has his property's door number on it.

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.

I've reviewed Mr I's response to my provisional findings, and the video he attached, but it doesn't change my mind. Mr I has said the only difference between the door in the photograph he provided and the door in his video is that one door is closed, and the other is open. But that's not the only difference.

As I've explained above, there are obvious differences between these doors – they are aesthetically different in a number of ways. As are the entrances leading to them, and the floor tiles. Mr I hasn't provided a picture or video which includes the both the front door and entire property within the frame. Without this, I can't reasonably conclude either door he's provided belongs to the intended recipient address.

So, based on the available evidence, I'm not satisfied Mr I has shown the courier delivered the replacement phone to an incorrect address and I won't be directing Assurant to send another replacement. As I don't consider Assurant to be at fault here, I won't be directing it to pay compensation either.

For the reasons set out above, I don't uphold this complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 26 July 2024.

Nicola Beakhust
Ombudsman