

The complaint

Mr B complains that when he made a claim on his mobile phone insurance, Assurant General Insurance Limited required him to pay an excess of £60 instead of £30.

What happened

Mr B made a claim on his policy when his phone had a mechanical fault. Assurant accepted the claim but said Mr B would have to send his phone to the repairer and pay an excess of £60.

Mr B said the policy terms say that his phone could also be repaired in store and the excess for this was £30. He wanted to take his phone to a store for repair but said he would send it in for repair if he only had to pay the £30 excess.

Assurant said it wasn't possible to arrange a repair in store so he would have to send the phone for repairs and the excess for this was £60, as set out in the policy terms. Mr B complained but Assurant didn't change its decision so he referred the complaint to this Service.

Our investigator said Assurant had followed its process, and:

- the policy terms say there could be a store repair or send in repair, but don't say this is the customer's choice.
- a store repair couldn't be done, so Mr B had to send the phone in for repair and pay the excess for this.

Mr B remains unhappy and has requested an ombudsman's decision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly and support customers to make a claim.

The policy terms include a table showing the excess to be paid, which depends on the type of phone and the type of claim. This does say that a claim for breakdown or damage to Mr B's phone may be dealt with by a "Go To Store repair" for which the excess is £30, or "Send To Us repair" with an excess of £60.

Mr B wanted to take his phone to a store for repair, but Assurant said this wasn't possible. It has explained that for some types of phone, where it's a straightforward repair such as a damaged screen, this can be done in store. But that isn't always possible.

When Mr B made his claim it was assessed and it wasn't in a category that could be repaired in store. His phone had internal damage that need to be sent to a repairer.

Mr B says the policy document doesn't set out the type of phone or reason why a phone can or can't be repaired in store and this should be specified in the policy wording.

While the policy terms don't set out in detail how repairs are dealt with, they don't say the customer can choose the repair method. And given the numbers of different phones on the market at any given time, and possible repair issues, Assurant says it wouldn't be able to set out in detail every phone model and how it might be dealt with.

The policy terms do say that when a claim is made, "*We will walk you through the simple claims process and tell you what information you need to provide for us to assess the claim*". So Mr B was aware the claim would need to be assessed. That process needs to be followed so a claim can be assessed and a decision made on how the phone can be repaired.

Assurant followed this process and advised Mr B he would need to send his phone in for repair. He was treated in the same way as any other customer and was able to have his phone repaired provided he paid the appropriate excess.

In the circumstances I think the way the claim was dealt with was in line with the policy terms and was fair.

My final decision

My decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 September 2024.

Peter Whiteley
Ombudsman