

## **The complaint**

Mr M complains that Assurance General Insurance Limited (“Assurant”) has unfairly handled a claim made under his mobile phone insurance policy.

Any reference to Mr M or Assurant includes respective agents or representatives.

## **What happened**

The background of this complaint is well known between parties. So, I’ll summarise events.

- Mr M holds mobile phone insurance with Assurant. And in November 2022 he made a claim under his policy. This related to a chip on the back of his phone. He said cosmetically this did not cause an issue for him, but he was concerned it may impact its waterproofing.
- Assurant accepted the claim, Mr M paid his £75 excess, and Assurant replaced the back and resealed the phone.
- In May 2023 Mr M said the phone fell into his bath into shallow water for a few seconds and suffered water damage. He made a second claim with Assurant, paid a second £75 excess, and the phone was replaced. Mr M spoke to Assurant at this time and it assured him on the phone that the waterproof seal would’ve been replaced during the first claim.
- Mr M complained to Assurant, asking it to pay him £75 as a refund for the second excess as he believed the initial repair hadn’t left the phone waterproof.
- Assurant disagreed, saying the device would’ve gone through a 65-point quality check before being returned. And that it was repaired correctly so it was right for it to charge a second excess.
- One of our Investigator’s looked into what happened and upheld the complaint. He said given the phone’s seal was repaired some six months earlier, it didn’t appear the repair was effective and lasting. And while Assurant had put forward an argument to say the phone’s waterproofing may have been impacted by soap or high temperatures, this was purely speculative. So, he directed Assurant to pay Mr M £75.
- Assurant said the temperature of a hot bath would’ve likely impacted the phone regardless of its earlier repair, the device being dropped may have also led to the ingress, and that there was no evidence the length of time the headset was submerged so this brought into question the likelihood the previous repair had failed.

So, the complaint has been passed to me for an Ombudsman’s final 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.

Having done so, I’m upholding this complaint. I’ll explain why.

- Mr M's policy states Assurant will have the option to repair or replace a device when it is damaged or has broken down. There's no dispute over the damage on either of the claims, so I don't need to make a finding on this point.
- Assurant will be aware of the position of this Service that any replacement or repair during a claim should be effective and lasting.
- Assurant has provided some of its internal notes from November 2022. These are brief and outline the device passed functionality tests. And having seen the list of checks, these include review of buttons, Wi-Fi, Bluetooth, and many others.
- I think it's reasonable to expect that the phone being resealed previously would mean it is waterproof to its original condition. Assurant hasn't drawn my attention to any particular test on this list that would test waterproofing.
- Assurant has instead said while the device is waterproof within limits, this was most likely impacted by high temperatures, presence of soap in the water or prolonged exposure to water. But it's been unable to evidence this through technical opinion or a report of the phone.
- Assurant also has said the phone may have been damaged when the consumer dropped it – or that its use for a period after the first repair indicated it was successful. But again, it hasn't evidenced that any physical damage led to the water damage. And while I recognise Mr M had the phone for a time after the initial repair without issue, he has been clear in his testimony this was the first time the phone had entered water since the repair – and I've found his testimony to be persuasive.
- Assurant has discussed the warranty provided by the phone manufacturer. But in this particular case I am focused on whether or not the original repair was effective and lasting – and in the circumstances, I'm not persuaded it was. So I'm directing Assurant to pay Mr M £75 to account for the second excess he incurred.

### **My final decision**

Assurant General Insurance Limited must pay Mr M £75.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 August 2023.

Jack Baldry  
**Ombudsman**