

The complaint

Mr A complains about Assurant General Insurance Limited's (Assurant) poor repairs to his device, following a claim under his gadget insurance policy.

What happened

Mr A held a policy with Assurant. His mobile phone became damaged, and he made a claim. Assurant accepted the claim and carried out a repair. Mr A said that he experienced issues with the mobile phone following its repair and contacted Assurant. But he decided to take his phone to the phone manufacturer for further investigation and they confirmed that the parts used in the repair, were unbranded.

Mr A complained to Assurant as he was unhappy with the standard of the repair (as he said the screen was flickering) and that non-genuine parts had been used. Mr A said that he wanted Assurant to repair the phone with genuine parts. He also wanted compensation for the trouble and upset caused.

In its final response, Assurant said that usually (where available) it used genuine parts to carry out repairs. But, the policy terms and conditions, allowed it to use unbranded parts, which were used in this repair. Also, as Mr A had said that the screen was faulty, it required Mr A to return the phone for further investigation, which Mr A refused to do. So, it said that there was nothing further it could do here.

Mr A was given his referral rights and referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He concluded that Assurant had carried out the repair in line with the policy terms and conditions. He said that Assurant had offered a warranty repair, which Mr A had refused. He recommended that Assurant pay Mr A £50 compensation for a loss of expectation, given that it had incorrectly advised Mr A that branded parts would be used, during a phone call.

Assurant accepted the view, Mr A did not. Mr A said that following the poor repair his phone was not only worthless, but also not working correctly. He felt that Assurant had cheated him twice, given the misinformation that it gave him, that branded parts would be used, when clearly this wasn't the case. He remained unhappy, so 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'm partially upholding this complaint. Whilst I understand this is likely to be a disappointment to Mr A, I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments and evidence they've provided. And having done so, I think the main issues of this complaint is whether Assurant were fair to apply the policy terms and conditions, in the repair of Mr A's device.

I've reviewed the policy terms and conditions, and I think it's clear from this that the obligations that Assurant has (after accepting a damage claim) is to carry out a repair (or in some cases a replacement) of the policyholder's device.

Mr A said that his phone became damaged, and he made a claim under the policy. I can see that Assurant accepted the claim and carried out a repair. Mr A said that the repaired phone, developed further issues and Assurant advised him that a warranty repair would need to take place. But prior to this taking place, I note that Mr A took the phone to the phone manufacturer who confirmed that non-branded parts had been used in the repair.

The policy terms and conditions permit Assurant to use non-branded parts: *'Repairs may be made using readily available parts, or we may provide refurbished products which may contain parts, which are of similar or equivalent specification, and which may include unbranded parts.'*

Mr A confirmed that he had a copy of the policy terms and conditions. And I do think that it would be his responsibility to ensure that the cover was suitable for his needs. I don't think the term is either unusual or ambiguous and confirms that unbranded parts may be used in a repair.

I have listened to the call recording in which Mr A tells Assurant that there is an issue with the phone, following its repair. The advisor incorrectly told him that branded parts were used in the repair of his phone. But he also told Mr A, that even if branded parts were not used in the repair, the policy allows for unbranded parts to be used in repairs. So, I accept that by the agent telling Mr A that branded parts had been used in the repair, this was incorrect information.

It seems that following on from this, Mr A took his phone to the phone manufacturer, and they confirmed that unbranded parts were used to carry out the repair. Mr A then complained to Assurant.

Whilst I accept that Mr A was given incorrect information, I'm not satisfied that Mr A needed to attend the phone manufacturer, given that he was told during the call that Assurant could use unbranded parts.

Moreover, I'm satisfied that the policy terms and conditions, make it clear that unbranded parts can be used in the repair of devices. Consequently, I think that repairs can be conducted by using unbranded parts and Mr A, having agreed to the policy terms, didn't have an option to choose. So, I don't think Assurant were unfair or unreasonable to comply with the policy terms and conditions, when carrying out the repair.

I'm aware that Mr A remains unhappy with the quality of the repair. But Assurant has confirmed that the phone repair has a warranty applicable to it. I note that it advised Mr A, that he must return the phone for it to investigate it further. Given that the phone is under warranty, and that Assurant had offered to carry out a warranty repair, I don't agree that it was unfair or unreasonable for Assurant to request the return of the phone. And I think it's up to Mr A to return the phone for Assurant to carry out the further investigations, if he wants to.

Overall, I'm satisfied that Assurant complied with the policy terms and conditions, when it carried out the repair of Mr A's phone. I do think that Mr A was given incorrect information

regarding the use of branded parts and for this I do think he was inconvenienced. For this error, and as Assurant has agreed, I think it should pay compensation of £50, for the trouble and upset this caused.

Putting things right

So, to put matters right, I direct Assurant as indicated below.

My final decision

For the reasons given, I partially uphold Mr A's complaint.

To put matters right, Assurant General Insurance Limited to:

Pay Mr A £50 compensation for the trouble and upset caused.

Assurant General Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

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

Ayisha Savage
Ombudsman