

The complaint

Mr S complains that Assurant General Insurance Limited failed to repair his phone properly following a claim on his mobile phone insurance policy and has now said he must make a further claim and pay another excess.

Where I refer to Assurant, this includes its agents and claims handlers acting on its behalf.

What happened

- In August 2022 when his phone was faulty, Mr S logged a claim on his policy and paid an excess. The phone was repaired and returned to Mr S with a six month warranty.
- In January 2023 Mr S contacted Assurant again. He said he was having the same problems with his phone.
- He returned the phone in March 2023 and it was again repaired and returned to him.
- In June 2023 Mr S contacted Assurant again to say he was having the same problems with the phone. Assurant said it was now outside the warranty period, so he would have to make another claim on his policy and pay another excess.
- Mr S complained but Assurant didn't change its decision. So he referred the complaint to this Service.
- Our investigator said on balance, she thought it was likely Assurant had failed to ensure a lasting and effective repair had been done, given the recurrence of the same fault. She asked Assurant to assess the phone and, if it was the same fault, to repair or replace the phone.
- The investigator said if it identified a different fault, then it was fair to ask Mr S to make a fresh claim on the policy.
- Mr S accepted the investigator's view but Assurant disagrees 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; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

- I'd expect the settlement to put the customer, as far as possible, back in the position they were in before the loss or damage. Where repairs are being done, that means carrying out an effective and lasting repair.
- The policy includes cover for damage and breakdown. Assurant will repair the phone where possible or replace it with a phone of the same make, model and memory size (or if that's not possible, another model with the same specification).
- I can't be certain what has caused the problem. But Mr S continued to have problems within a period of a few months. He says it's the same issue. If there had been a lasting and effective repair, Mr S would have a phone that was working normally but instead the same problem kept happening. In these circumstances, I think on balance it's more likely than not that the repair wasn't lasting and effective.
- I appreciate the six month warranty period had ended. But it wouldn't be fair to require Mr S to make another claim and pay another excess so soon after the previous claim if he's still having the same problems.
- Assurant says there are many things a user may add to the device that could impact its performance such as apps, software or hardware, so there could be some other reason for any problems with the phone. It also asks what the cut-off point would be – for example, if the problems came back after a year rather than three months.
- There's no absolute rule that would apply to this. I consider each case on its individual circumstances. In this case, Mr S continued to have the same problems over an extended period, which recurred within a few months of each repair. While it's possible this could be due to something Mr S has done to the phone, there's no evidence of that.
- If it is the same fault causing the problem to continue, that would mean Assurant hasn't ensured an effective and lasting repair was done. So it would be fair to ask Assurant to repair the fault without requiring Mr S to make another claim.

Putting things right

- Subject to Mr S returning the phone for assessment, Assurant should check the phone and if this assessment confirms it is the same fault, it should repair or replace the phone.
- If the assessment shows it's a different fault, then Assurant may require Mr S to make a fresh claim on his policy.

My final decision

I uphold the complaint and direct Assurant General Insurance Limited to take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 12 February 2024.

Peter Whiteley
Ombudsman