

The complaint

Mr and Mrs G complain about Assurant General Insurance Limited trading as Assurant's handling of their mobile phone insurance claim.

All references to Assurant also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- I can see the form Mr and Mrs G had to fill out when returning their devices says repairs will be completed within three working days.
- The first device sent in for repair exceeded this by around two days. And when the devices were later collected again, I can see it took over a week for Assurant to issue replacements.
- Assurant acknowledged it caused delays here and has offered Mr and Mrs G £150 compensation. In the circumstances I think this is reasonable in recognising the inconvenience its actions have caused and is in line with what our service would recommend, so I make no further award here.
- Assurant confirmed it uses non branded parts to repair phones. This is set out in terms and conditions – and isn't unusual.
- I've investigated the error message Mr and Mrs G reported by consulting support guidance directly from the manufacturer. The guidance from the manufacturer confirms this message doesn't affect the ability to use the devices.
- Assurant have provided repair reports, which included details of quality assurance checks – which both devices passed following repairs.
- I understand why Mr and Mrs G are concerned about the screens being repaired, and why they didn't think there was need for Assurant to do so for the faults reported. However, I've not seen anything that persuades me this work was incorrect – or that carrying out this work has caused further issues.
- Due to a crack in the screen when later returning one of the devices, Assurant said a new claim was required, meaning a further excess fee was due. Based on what I've set out above, I've not seen sufficient evidence the device was experiencing issues prior to the screen cracking. So, I don't think Assurant have acted unfairly in treating this as a new claim.
- Mr and Mrs G have provided a screen recording which they say demonstrates issues of the phone sending random messages. I can see it does display messages of

jargon, but unfortunately this doesn't demonstrate the performance of the phone or the issue occurring. So, I'm not persuaded by this.

So for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr and Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 23 February 2024.

Michael Baronti
Ombudsman