

## **The complaint**

Mr B complains that Assurant General Insurance Limited wiped the data from his phone when he sent it for repair.

Mr B had cover for his mobile phone, underwritten by Assurant, which was a paid-for benefit of his bank account.

## **What happened**

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

Mr B completed an online claim for his damaged phone. Assurant sent him two emails – one giving the details of how to claim for the accessories, and one giving details of how to claim for his damaged phone. Mr B followed the instructions for the accessories, and sent his phone to the same address.

However, Mr B then found the separate email with instructions for returning his phone. He contacted Assurant which agreed to forward his phone to the correct address. Mr B sent the completed paperwork to Assurant.

When he got his repaired phone back, Mr B complained to Assurant because it had wiped all the data from it. Assurant looked into his complaint and responded to say the policy documents confirmed the data would be wiped. It agreed that it hadn't been as clear as it could've been with the two emails it sent and paid Mr B £75 by way of apology. However, Assurant said it was Mr B's responsibility to back up his data in line with the policy, so it didn't think it was responsible for his loss.

Mr B was unhappy with Assurant's response because he'd stated on his claim form that he didn't want the data wiped from his phone. So he brought his complaint to us.

Our investigator didn't uphold Mr B's complaint. She said Assurant had handled the repair using the information Mr B had given on his cover letter which he sent with the phone to the wrong address. While Mr B emailed the correct form to the engineers stating he didn't want the data erasing, our investigator felt that Assurant had reasonably explained to Mr B that the form was a checklist of things for him to do, rather than for him to respond to.

Mr B didn't agree, so the complaint was passed to me to decide.

## **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've decided not to uphold Mr B's complaint and I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to look at whether Assurant handled Mr B's claim in line with the policy and fairly in the circumstances.

Some of the circumstances are not in dispute:

- Assurant sent two emails.
- Mr B sent his phone to the address on the email he received.
- When he saw the second email, he contacted Assurant to say he'd sent the phone to the wrong address.
- Assurant confirmed it would send the phone to the correct address.
- Assurant wiped the data from the phone as part of the repair process.
- Mr B stated on Assurant's return form that he didn't want the data wiping.

The mobile phone policy sets out the detail of the contract between Mr B and Assurant. Looking at the policy, it says:

*What you are not covered for  
Contents of your mobile phone*

*We only cover the mobile phone, we don't cover the contents. This means that any pictures, software, downloads, apps, music or any other content is not covered by this policy so make sure you back it up regularly.*

*There are lots of ways to back up the contents of your mobile phone and we suggest you do this regularly so if you have a claim and you lose your mobile phone's contents as a result, you can download it on to your new mobile phone.*

*For Accidental Damage or Breakdown claims*

*Do back up your mobile phone where possible, as all data will be erased as part of the repair process.*

Based on the information in the policy, I'm satisfied that Assurant made it clear the data would be wiped and Mr B had a responsibility to ensure he backed up his data.

Mr B sent the paperwork after he'd already sent his phone, though he sent the paperwork directly to the repair centre as advised by Assurant. On the form, he stated that he didn't want his data erasing.

The form Mr B completed was headed Check Before You Send, and said:

*Before returning this note and your device to us, please check you have completed all of the following actions:*

*Checklist*

*I have backed-up my personal data, where possible and understand that any data left on the phone will be wiped.*

The form was simply a checklist to ensure Mr B had done everything he needed to do before sending his phone. I don't agree that it was seeking his permission for various aspects of the process. Because Mr B sent the form separately to his phone, and Assurant had his claim details from his cover letter, I can't reasonably say Assurant did anything wrong by following its usual repair process, including wiping the data.

Assurant acknowledged that it could've been clearer in its email communication. However, Mr B confirmed that the email giving the correct information for returning his phone went into his spam. I can't reasonably hold Assurant responsible for that.

I listened to the phone call Mr B made to Assurant when he first realised he'd sent his phone to the wrong address. Assurant confirmed that its usual process was to forward the device to the correct address. So I can't fairly say that Assurant did anything wrong. Nevertheless, Assurant paid £75 by way of apology, which I think is reasonable in the circumstances.

Mr B commented on further complaints he had about the way Assurant applied its policies in respect of his phone. Although he'd like me to address those complaint issues, it's not within my remit to do so until Assurant has first had an opportunity to look into the matter. Therefore, I won't comment any further on the new complaint issues.

Overall, I'm satisfied that the policy confirms data should be backed up and, if not removed before sending for repair, it will be wiped on receipt. The form Mr B completed asking Assurant not to wipe the data was the final page of the repair claim, which was a checklist for him to make sure he'd done everything, rather than for Assurant to check for instructions. By sending his device for repair under the policy, I'm satisfied that Mr B ought reasonably to expect Assurant to repair his phone in line with its usual process. I haven't seen any evidence to persuade me that Assurant did anything wrong here.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 March 2024.

Debra Vaughan  
**Ombudsman**