

## **The complaint**

Miss R complains about how Assurant General Insurance Limited has handled her mobile phone insurance claim and about its compensation offer for its service issues. My references to Assurant include its agents.

## **What happened**

Miss R has mobile phone insurance through her building society account. Assurant's the insurer. She claimed on the policy for her mobile phone's battery fault and screen damage. Assurant accepted the claim and said it would repair her phone in line with its policy terms. Miss R complains that:

- Assurant says that under the policy terms it will only repair her mobile phone with a non manufacturer approved repairer using unbranded parts. But there was a contradiction as another section of the policy terms says such a repair will invalidate future insurance of that phone by Assurant.
- Assurant's repair work is only guaranteed for six months and her phone is less than two years old so the six months' guarantee isn't enough.
- Assurant's offer to pay her £35 compensation for its errors isn't enough.

Miss R's phone remains unrepaired by Assurant.

Assurant says:

- The policy sets out that it will repair the phone if possible and that non branded parts may be used.
- The policy says Miss R's phone will be covered with it for repair work it does which would invalidate the manufacturer's warranty. There is no contradiction in the policy terms. Anyway Miss R's phone was no longer covered by the manufacturer's warranty.
- Miss R had minor problems with its service. Miss R was unhappy that when she made an on-line claim there was no option to take the damaged phone to the manufacturer for repair and she had an error message so she had to phone it to continue the claim. It had called back Miss R about her complaint within two working days rather the one working day she'd been told. One of its representatives gave Miss R wrong and irrelevant information, which hadn't affected her claim. Assurant had already arranged to have £35 waived from the £75 excess if Miss R wanted to proceed with her claim, which was compensation for her distress and inconvenience due to the service issues.

Our Investigator said the terms under which Assurant offered to repair Miss R's phone were reasonable and its offer to waive £35 from the excess as compensation was fair. Our Investigator confirmed with Assurant that the policy wording which concerned Miss R related to repairs to the phone that it hadn't authorised.

Miss R wants an ombudsman's decision. She said the policy terms weren't clear enough that Assurant carrying out repairs wouldn't exclude the phone from being covered by the policy.

### **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.

I have to decide whether the options Assurant gave to Miss R for the repair of her phone and its offer of waiving £35 from the excess as compensation for her distress and inconvenience are fair and reasonable, and I think they are. I'll explain why.

The policy says:

*'If your mobile phone is damaged or breaks down we will either:*

*(1) repair the mobile phone (where possible), or*

*(2) replace it with a mobile phone of the same make, model and memory size'.*

So the policy is clear that Assurant can choose to repair the damaged phone if it considers that's the most appropriate option.

Assurant gave Miss R the two repair options available for her phone's make and model, the damage to her phone and her location - she could take the phone to its franchise store to repair (as one was near her), or she could send the phone to Assurant for repair by its repairers. Assurant doesn't need to pay for Miss R to have her phone repaired by the phone's manufacturer.

As to parts used in the repair the policy says:

*'Repairs will be made using readily available parts, or we may provide refurbished products. These may contain parts that are of similar or equivalent specification, and these may include unbranded parts'.*

So the policy is clear that the parts used to repair the phone may be unbranded, although they would be the same or similar standard as the phone manufacturer's parts. That's a very common policy term in this type of policy. I'm satisfied that Assurant acted within the policy terms and reasonably in telling Miss R that the parts it uses to repair her phone may not be manufacturer branded.

The policy also set out the terms about the warranty:

*'This policy is provided in addition to any manufacturer's warranty that applies to your mobile phone ("applicable manufacturer's warranty"). Nothing in this policy is intended to affect your rights under the applicable manufacturer's warranty or your statutory rights. If any repairs authorised by us under this policy invalidate the applicable manufacturer's warranty, we will repair or replace your mobile phone, as necessary, in accordance with the terms of the applicable manufacturer's warranty for the unexpired period of that warranty'.*

Assurant has told Miss R that it provides a six month warranty for its repair work on a phone, so if something went wrong with the phone during that time Miss R could have the phone repaired for no charge under the warranty, and without affecting her claims limit. If any incidents occurred after the six months the insurance policy would still be valid so she could make a new claim (as long as she hadn't exceeded the claim limit for that 12 month period).

As Miss R's manufacturer's warranty for her phone has already expired a repair by Assurant isn't going to affect that warranty.

Miss R has referred to the following policy wording, which she says means having Assurant repair her phone will mean the phone can't be insured with Assurant in the future:

*'What you are not covered for ...*

*Unauthorised Repairs*

*We are not liable for any breakdown of your mobile phone that is caused by a previous repair which was made by a repairer who was not authorised by the manufacturer'.*

Assurant has told us that its repair technicians are authorised by the phone's manufacturer. The exclusion Miss R refers to means if she had a repair to her phone without Assurant's authorisation then Assurant wouldn't be liable for any breakdown of the phone caused by that repair.

I understand Miss R's point but I think it's clear enough from a reasonable reading of the policy terms that Assurant will cover any breakdown of the phone that is caused by its previous repair, as I've detailed above.

It's for Miss R to decide if she wants to continue with her claim for the phone repair through her policy with Assurant. I think Assurant's offer to waive £35 from the excess as compensation for her distress and inconvenience caused by its minor service issues was fair.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 7 March 2024.

Nicola Sisk  
**Ombudsman**