

## **The complaint**

Mr B complains that Assurant General Insurance Limited (Assurant) failed to repair his device, following a claim under his gadget insurance policy.

## **What happened**

Mr B held a gadget insurance policy with Assurant and made a claim as his device developed a backlight fault. He paid the excess charge of £50, and Assurant accepted the claim and checked the device at its repair centre. Assurant found no faults with the device and returned it to Mr B.

Around a month later, Mr B contacted Assurant reporting the same fault with his device. Assurant checked it under the warranty and found no faults with it. It returned the device to Mr B without repairing it.

Mr B contacted Assurant and raised a complaint, as he said the fault was still present. In its final response, Assurant said on both occasions, it was unable to find any faults with Mr B's device, so no repair work took place. The device was returned to Mr B unrepared.

Mr B remained unhappy and referred a complaint to this Service. An investigator considered the complaint and didn't think it should be upheld. She said Assurant showed a list of the checks that were completed on the device. And those checks showed there were no faults that could be found, so no repairs were carried out and the device was returned to Mr B. Her view was that Assurant didn't do anything wrong.

Assurant accepted the view, Mr B did not. He maintained Assurant didn't carry out the correct tests as the fault on the device was still present. He also requested a refund of the £50 excess paid.

As the matter couldn't be resolved, it has been passed to me for a 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 don't uphold this complaint, for much the same reasons as the Investigator. I understand this will be a disappointment to Mr B, but I hope my findings go some way in explaining why I've reached this decision.

Mr B has claimed under his gadget policy. This states it will cover him for theft, damage, breakdown, and loss.

In this case the dispute lies in whether the device had a fault. So, I need to think about the available evidence in determining whether Assurant handled the claim fairly.

Assurant said on the first occasion, following the claim, its engineers carried out a full diagnostic and quality program as per the manufacturer's instructions, and it was unable to locate a fault. So, the device was returned.

Following this, Mr B contacted Assurant again and sought a warranty repair, as he said the fault was still present. Assurant checked the device and again found no faults. It provided details about the 61-point quality function checks it carried out on the device, one of which was a backlight test. It also provided the repair centre summary, and this showed no faults were found.

I'm persuaded the checks completed were made to ensure the device was working as it should, before it was returned to Mr B. And I haven't seen enough information from Mr B that refutes this, for instance a report from an expert to say the checks were incorrect. So, I can't agree that Assurant ought to have done anything differently, than it did.

I've next considered whether Assurant ought to refund the excess Mr B paid. The policy Mr B held states that an excess is payable if a claim is made. And here it's evident Mr B has made a claim under the policy – albeit the level of repairs is in dispute.

Assurant said it wouldn't look to refund the excess fee, due to the high administration costs associated with the claim. Such as two courier collections, two courier deliveries (to return the device), and the checks undertaken by its engineers on two occasions. While no repairs took place, I'm satisfied Assurant carried out checks on Mr B's device and accepted the claim. Mr B's policy states that excess is payable on a claim being made. And as a claim was made, I can't agree that Assurant ought to refund the excess charge Mr B paid.

Taking the above into account, I don't uphold Mr B's complaint, as I don't agree Assurant acted unreasonably in dealing with his claim. I understand this is likely to be a disappointment to Mr B, but I won't be asking Assurant to do anything further to resolve this complaint.

### **My final decision**

For the reasons given, 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 9 May 2024.

Ayisha Savage  
**Ombudsman**