

The complaint

Mr M is unhappy with what Assurant General Insurance Limited did after he made a claim on his mobile phone insurance policy.

What happened

Mr M has mobile phone insurance with Assurant (provided as part of his bank account). In August 2023 he made a claim for a repair to his phone's screen. Assurant accepted the claim, carried out a repair and returned the phone to Mr M. The following month he said his phone had got wet which caused it to power down and the screen to come away from the phone body. He thought that showed the screen hadn't been properly sealed when the previous repair was carried out.

Assurant said the phone had been quality checked prior to it being returned to Mr M and exposure to water causing further physical damage wasn't covered under the warranty repair it provided. So Mr M would need to make a new claim for that repair and pay the relevant excess.

Our investigator didn't think Assurant had evidenced what checks were carried out on the phone prior to it being returned to Mr M. And she thought a properly repaired phone should have been able to withstand the splashing Mr M said had taken place. She said Assurant should carry out a further repair of the phone without charging the excess for this.

Mr M agreed with her outcome. Assurant didn't. It provided further information on the checks carried out on Mr M's device prior to it being returned to him (and before a problem was reported a month later). It thought that showed it had been correctly repaired. It said even a phone described as water resistant (as Mr M's was) was not recommended to be taken near water and the resistance would depreciate over time. It also queried why becoming wet would cause the screen to come away as Mr M said it had and thought that suggested something else had happened (for example the phone being dropped).

I issued a provisional decision on the complaint last month. In summary I said:

The relevant rules and industry guidelines say Assurant has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably. And where a claim is settled the settlement should put the customer, as far as possible back in the position they were in before the loss or damage. So the phone should have the same features and work correctly.

The issue here is whether, as Mr M says, Assurant didn't do this because when the phone was returned to him it was no longer water resistant. His position is the only reason the water was able to cause damage to his phone was because the previous repair hadn't been properly completed (and in particular the screen hadn't been sealed) meaning water was able to enter his device and that's what caused the problem. Assurant's position is the repairs were correctly carried out.

I've reviewed the evidence in relation to that. Assurant has provided details of the repairs done and the checks carried out before the phone was returned to Mr M. In my view this

evidence shows, on the face of it, that Assurant carried out the previous repair in line with its normal process and returned the phone in good working order. Given that, if Mr M thinks there was a problem with the repair, I think the onus would be on him to demonstrate that's the case.

Mr M has told us he was on holiday, the phone was under his sunbed and he thinks it got wet when he sat down on the sunbed after a swim. I appreciate that could have caused some water to drip on the phone. And I think in itself a phone with Mr M's specifications (which is described as water resistant with a rating of IP68) should have been able to withstand water exposure of that nature without damage. But Mr M also says the water damage caused the screen to come away from the phone (which he noticed when he picked it up to dry it). It does seem more unusual that water exposure of the type he told us about would cause the screen to separate from the body of the phone in that way.

And Mr M hasn't provided any further evidence in support of his position (for example a report on the phone from a qualified person which concludes the problem with it was caused by water damage and that damage results from an incorrectly completed repair). In addition, he identified the problem around a month after the phone had been returned to him. I think something else could have happened in that period which caused the subsequent problem, for example an impact.

Nevertheless, I accept it's possible there was a problem with the repair and that caused the problem with Mr M's phone. But for the reasons I've explained there's not enough evidence for me to conclude that's most likely what happened. As a result I don't think it was unfair of Assurant to say Mr M would need to make a new claim on his policy (and pay the appropriate excess) if he wanted the damage repaired.

Responses to my provisional decision

Assurant didn't respond. Mr M did provide further comments. He said prior to the phone being sent away for repair he'd been able to take pictures underwater (and he had evidence of this). But it had suffered water damage after the repair had taken place and he thought this showed the repair hadn't been properly carried out.

He hadn't been advised to keep his phone away from water when it was returned to him and he believed it had been fully repaired to factory standard. So it should have been able to resist the water exposure in this case. And he provided photographs of his phone after that showing the date they were taken.

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 accept Mr M may well have used his phone underwater prior to it being repaired by Assurant. And I've already concluded a phone with his specifications should have been able to withstand water exposure of the type he says happened on holiday. I'm not disputing the images he supplied were taken at that time either.

But, as I said in my provisional decision, the evidence Assurant has supplied of the checks it carried out on the phone indicate it was returned to Mr M in good working order. So it remains my view that the onus is on Mr M to show there was a problem with that repair.

I know he thinks that's shown by the fact the phone was damaged by water exposure. But I continue to feel it would be unusual for that to cause the screen to separate from the phone

as he described (and is shown on the photos he's provided). I do think that, rather than resulting from any issue with the repair, that sort of problem could well have been caused by something such as an impact. And Mr M hasn't provided anything further in support of his position, such as a report from a qualified person concluding the problem was caused by water damage and that damage resulted from an incorrectly completed repair.

My view remains that there isn't enough evidence here to say it's most likely the problem with Mr M's phone was caused by an issue with the repair Assurant carried out. And I think it was fair of it to say that he'd need to make a new claim on his policy and pay the appropriate excess if he wanted this repaired.

My final decision

I've decided not to uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 April 2024.

James Park
Ombudsman