

The complaint

Mr A complains about Assurant General Insurance Limited's repair of his mobile phone under his mobile phone insurance.

What happened

Mr A has mobile phone insurance through a building society account. The insurer is Assurant.

On 25 August 2023 Mr A claimed on his policy for accidental screen damage to his mobile phone which Assurant accepted. It received the phone on 4 September 2023 which was repaired, including a new screen fitted, and returned to Mr A on 7 September 2023.

On 25 September 2023 Mr A contacted Assurant to say the phone was faulty, with green and black lines on the screen. Assurant had provided a warranty for repairs which covered mechanical or electrical faults with the phone. After Assurance inspected the phone it told Mr A there was physical damage to the screen (not just the green and black lines on the screen that Mr A had described) and physical damage voided the warranty. It told Mr A he'd need to make a new claim and pay a new excess for the damage to be repaired.

Assurant also told Mr A that his phone had passed all the quality checks after its repair and before being sent Mr A. And he hadn't reported a problem with the repaired phone until two weeks after the phone was delivered to him.

Mr A complained to us. In summary he said:

- It was unfair for Assurant to ask him to make a new claim and pay a new excess as it hadn't repaired his phone properly.
- He noticed black and green lines on the inside screen and Assurant had replaced the phone's screen and case with 'unofficial' parts without his permission, which possibly could have caused the problem.
- He'd taken about two weeks to report the phone's problems to Assurant as he had a foldable phone and he hadn't opened the inside screen for the first two weeks as the outside screen can be used in isolation. He'd open the inside screen as he wanted to re-install his apps onto the phone.

During our investigation Assurant provided photos which it said showed: Mr A's phone with damage before the claim repair; the phone without damage after the claim repair; the phone returned under the warranty with screen damage and liquid damage inside the phone. It also provided a repair summary showing the findings of its phone manufacturer's approved engineers.

Our Investigator said she wouldn't be considering Assurant's evidence of liquid damage to the phone as Assurant hadn't raised that issue when giving its reasons for not repairing the phone under the warranty in its final response letter to Mr A. She considered that the photo

Assurant provided didn't clearly show damage to the phone's screen. And the photo Mr A had provided, which was of substantially better quality than Assurant's photo, showed no physical damage to the screen. She said Assurant hadn't sufficiently proven its reason to decline the repair of the phone under the warranty.

Our Investigator recommended that Assurant repair Mr A's phone under the warranty and it pay Mr A £150 compensation for his distress and inconvenience.

Assurant disagreed and wanted an Ombudsman's decision. In summary it said:

- It had accepted that its photos of the phone at its repair centre didn't clearly show the damage to the screen, only an arrow pointing to the damage. But damage that was tiny or possibly a pin prick couldn't be picked up when taking a photo (hence the marking-up arrow on the phone screen) and in Mr A's photo the damage wouldn't show either.
- There would be no reason for its approved engineers to place the mark-up arrow to show where the damage was on the phone's screen if damage wasn't there. And the repair summary said the phone was returned with damage, which wouldn't be noted if there was no damage.
- It didn't know what had happened to the phone in the two weeks Mr A had the repaired phone before he told it there was a problem with the phone. It then received the phone with damage to the screen and with liquid damage.

What I provisionally decided – and why

I made a provisional decision that, on the evidence I had, I was intending to not uphold the complaint. I said:

'Mr A notes that Assurant used 'unofficial' parts to repair his phone, without his permission. But the policy says:

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

So Assurant acted within the policy terms, and reasonably, if it did use unbranded parts to repair Mr A's phone.

The issue I need to decide is whether it's more likely than not that Mr A's phone was returned to Assurant under the warranty with physical damage to the new screen which wasn't there when the phone was repaired and sent to Mr A.

I've considered the photos Assurant and Mr A have provided. Mr A's photos are much better quality than Assurant's photos and I can't see any damage on his phone screen from his photos. I can't see any damage on the phone's screen from Assurant's photos either. But it's fair for me to note that from Assurant's other photos I can't clearly see the damage to Mr A's phone when it was sent for initial repair, which I understand was more substantial damage than the alleged small damage on the repaired phone. So I don't think whether or not the photos show the actual damage to the phone when it was returned under warranty is conclusive as to whether there was damage.

I've considered the other evidence including the recording of the phone calls between Mr A and Assurant that Mr A sent us. Assurant has provided the notes of the repair dated

7 September 2023 which say the phone was '*tested to (phone manufacturer's name) provided Diagnostics/Quality program*' and '*passed all functional requirements*' before the phone was sent back to Mr A. The repair centre investigation report says that the phone's screen, sim tray and back cover were replaced and '*The phone has been given a full software update and that was followed by a full QA test which it passed using the manufacturer's specifications*'.

So I think it's more likely than not that when Assurant returned the repaired phone to Mr A it had a new screen which wasn't damaged and was fully functional.

When the phone was returned to Assurant for repair under the warranty its approved engineer marked-up with an arrow where the physical damage on the phone's screen was. Assurant's note of the repair details say '*main screen damage*'. I think it's probable that Assurant's approved engineer wouldn't have marked-up damage on the screen if no physical damage was there. The repair note supports that there was screen damage.

The note of the repair also says '*liquid damage*' which ties in with the photo Assurant provided of the liquid damage in the phone when returned for repair under warranty. But I'm not taking the liquid damage into account as Assurant didn't give liquid damage as a reason why it was voiding the claim in its final response letter to Mr A.

I take Assurant's point that it didn't know what had happened to the phone in the 18 days between Mr A receiving the repaired phone and telling Assurant there were problems with the phone. I note Mr A's explanation for the delay in notifying Assurant of the problems, but I think Assurant can reasonably expect a consumer to report any problems with a phone that it's repaired sooner than 18 days of the phone being returned to the consumer. Even if Mr A had seen and reported the green and black line problem on the repaired phone sooner there would still be Assurant's evidence that the phone it received from Mr A for repair under warranty was physically damaged.

Overall I'm satisfied that Assurant has sufficiently shown that it returned the repaired phone to Mr A with no damage to the new screen, and that when it received the phone for repair under warranty there was physical damage to the screen. That means Assurant reasonably voided the warranty. If Mr A wants Assurant to repair his phone he will need to make a new claim and pay an excess as required under the policy terms.

As I think Assurant acted reasonably there's no basis for me to award Mr A compensation for any distress and inconvenience this matter caused'.

Responses to my provisional decision

Assurant didn't respond to my provisional decision.

Mr A didn't agree to my provisional decision and wanted me to reconsider. He emphasised that the physical damage to his phone Assurant referred to isn't visible in the photos he or Assurant provided. He sent us a link to the 'community website' for his phone manufacturer and referred to the first five posts which he said showed many stories describing his situation, which is why he believed the problem was with Assurant using 'unofficial parts' for the phone's repair. He said he agreed that Assurant's policy said it could use 'unofficial parts' but with the foldable phone a fault can develop even with 'official parts', let alone 'unofficial/refurbished' parts.

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've considered Mr A's response to my provisional decision and reconsidered all the evidence but I haven't changed my mind about what's a fair outcome of this complaint.

I accept that the photos Mr A and Assurant provided don't show the physical damage to the phone that Assurant's relying on to void the warranty. But as I've said above, from Assurant's photos I can't clearly see the damage to Mr A's phone when it was sent for initial repair under the claim, which was more substantial damage than the new small damage on the repaired phone. I still don't think whether or not the photos show the physical damage to the phone when it was returned under warranty is conclusive as to whether there was damage and that's why I've also considered all the other evidence.

I've read the posts on the phone manufacturer's community website that Mr A referred to which say that other people are getting a black line or similar on the screen of their foldable phones, which seems to be the same or similar problem to Mr A's repaired phone. From the posts I've read the problem on the phones' screens have occurred on people's original phones from the phone manufacturer, not after the phones have been repaired potentially with an unbranded part.

Mr A says the website posts show that a fault can develop with the phone manufacturer's branded parts, let alone an unbranded part that Assurant may have used for his phone's repair. But even if there is an inherent fault with Mr A's type of phone or branded part in that type of phone (which I've no evidence that the phone manufacturer has accepted) then it's the phone manufacturer's responsibility to acknowledge and put right, not Assurant's responsibility.

On the evidence I have I think Assurant reasonably repaired the phone under the claim if it used a branded part, or if it used an unbranded part as the policy terms say it can use.

For the reasons I've given in my provisional findings and these findings I'm satisfied that Assurant reasonably repaired Mr A's phone under his claim on the policy. I'm also satisfied that Assurant has sufficiently shown that it returned the repaired phone to Mr A with no damage to the new screen. And Assurant has sufficiently shown that when it received the phone for repair under warranty there was physical damage to the screen in addition to the green and black lines on the screen that Mr A wanted repaired. That means Assurant reasonably voided the warranty.

If Mr A wants Assurant to repair his phone he will need to make a new claim and pay an excess as required under the policy terms.

As I think Assurant acted reasonably there's no basis for me to award Mr A compensation for any distress and inconvenience this matter caused him.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 1 May 2024.

Nicola Sisk
Ombudsman