

## **The complaint**

Mr L complains Assurant General Insurance Limited has failed to repair his mobile phone after he made a claim on his mobile phone insurance and has unfairly voided his repair warranty.

## **What happened**

The background to this complaint is well known to the parties so I have provided a summary here:

- Mr L has a mobile phone insurance policy underwritten by Assurant.
- He started to experience intermittent functionality problems with his phone, with the phone randomly freezing and restarting without warning. He said it became impractical to use as it was so unreliable.
- He reported the problem to Assurant, it accepted the claim, Mr L paid the £75 excess and sent the phone to Assurant for repair. After a couple of days, Assurant returned the phone to Mr L.
- The morning after he received the phone back, Mr L says the problem reoccurred. Assurant asked him to send the phone back for another repair under the warranty but Mr L was concerned this would lead to it charging another excess. Assurant reassured him that as long as there was no further damage to the phone, no further excess would be charged.
- Mr L returned the phone but when Assurant assessed it, it said there was further damage to the phone's screen and it voided the warranty as it said this didn't cover physical or water damage. So, it said Mr L would need to make a new claim and pay another excess but Mr L declined this and the phone was returned to him unrepai red.
- Mr L complained to Assurant but it maintained the claim decline so he raised a complaint with this Service.
- Our Investigator considered the evidence and upheld the complaint. She said she'd not seen anything which showed Assurant had addressed the specific problem with Mr L's phone even though it had undertaken its standard list of other tests. She also didn't agree Mr L had invalidated his repair warranty. She said Assurant should repair or replace Mr L's phone and pay him £100 for the inconvenience it had caused him.
- Assurant asked an Ombudsman to reach 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim. They should also settle claims promptly once settlement terms are agreed. I'll be keeping this in mind while considering this complaint together with what I consider to be fair and reasonable.

### *The original repair*

Mr L's policy provides cover for loss, theft, damage and breakdown of his mobile phone. The claim for the phone freezing was accepted by Assurant, the repairs were undertaken and the phone returned to Mr L. Within a day of it being returned, the phone experienced the same issues and Mr L has provided evidence which seems to support this.

Assurant said it undertook its standard battery of tests and the phone was in full working order when assessed by its engineers. Our Investigator enquired whether it had addressed the specific fault Mr L had reported and it said it would have but it hasn't provided any evidence to support this claim. I have to keep in mind there that Mr L has explained that the fault with the phone was intermittent, and sometimes the phone went for days or even up to a week with no issue. So without details of the specific tests undertaken to address this issue, I'm not persuaded Assurant has shown this intermittent problem would have been identified by the standard tests.

After the phone was returned to Mr L, Assurant has suggested the problem may have reoccurred as a consequence of him reloading apps onto the phone. But Mr L has explained he hadn't done this as he continued to rely on an old phone while the claim was still being dealt with by Assurant. He also said the old phone had exactly the same apps on it and it hadn't experienced any problems with freezing. So, on balance, I'm not persuaded Assurant has demonstrated this is a more likely cause of the problem.

Taking everything into account, on balance, I'm not persuaded Assurant carried out an effective and lasting repair to Mr L's phone. So it needs to do that now. I've kept this failure in mind when considering the award I'll be directing Assurant to make.

### *The repair warranty*

Assurant provided a six-month warranty on the repairs to Mr L's phone. The documentation explains:

*"...The warranty will not be valid if the defect is caused by misuse, neglect or tampering..."*

Mr L said the phone was returned to Assurant without screen damage and the evidence he's supplied seems to support this. Assurant says the phone arrived with significant screen damage and believes this was as a result of Mr L's actions. Because of this, it says he's invalidated the warranty.

But I don't agree this is what the warranty actually says. For the warranty to be invalid, the defect must be *caused by* misuse, neglect or tampering. In its own submissions, Assurant says it's impossible to determine if the screen damage caused the freezing fault and Assurant hasn't provided any evidence which specifically demonstrates the two issues are even linked. So, even if I were to accept that Mr L was responsible for the damage – which I don't – I'm not persuaded that Assurant has demonstrated the problems with the phone freezing were caused by the screen damage.

I have also kept in mind here that Mr L's phone had experienced the exact same problem

the first time it was sent to Assurant for repair and this was some time before any screen damage was identified. In short, the problem with the phone freezing existed before the screen damage. And as I've said, Assurant hasn't shown that it carried out an effective repair to deal with the problem.

Overall, I'm not persuaded Assurant has shown Mr L has invalidated his warranty. In any event, as Assurant failed to repair the problem, it needs to do so now. If it's unable to do this, then it should replace Mr L's phone in line with the policy terms. And as this is not a new claim, it should not charge any further excess for this.

### *Distress and inconvenience*

I have kept in mind here that Mr L did at least have an old phone to rely on while the back and forth with Assurant was going on, so the impact on him was perhaps not as severe as it might have been. But, nonetheless, Assurant's handling of the claim and the repairs has undoubtedly caused Mr L some distress and inconvenience. I will be directing Assurant to pay Mr L £100 to reflect the impact of its poor repairs and claims handling.

### **My final decision**

My final decision is that I uphold this complaint and direct Assurant General Insurance Limited to:

- Repair the fault on Mr L's phone which is causing it to freeze and restart or provide him with a replacement phone in accordance with the policy terms, without charging any further excess.
- Pay Mr L £100 for the distress and inconvenience it caused him through its unsatisfactory repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 July 2024.

Paul Phillips  
**Ombudsman**