

## **The complaint**

Mr W complains about Assurant General Insurance Limited's settlement of his mobile phone insurance claim. My references to Assurant include its agents.

## **What happened**

Mr W has mobile phone insurance through his building society account. Assurant is the insurer.

On 3 August 2023 Mr W called Assurant to make a claim for his mobile phone due to accidental damage. Assurant accepted the claim and repaired the phone under the terms of the policy.

On or about 14 August 2023 the repaired phone was returned to Mr W with a six months repair warranty. The following events then occurred:

On 18 and 30 August 2023 Mr W called Assurant to say the phone's screen was faulty.

On 25 September 2023 Assurant received the phone. On 26 September Assurant inspected the phone and said it found no fault.

On 28 September 2023 Mr W called Assurant to say the phone had been returned with the same fault. Assurant told Mr W that if he could provide a diagnostic report from the phone manufacturer to evidence the fault it would reconsider.

On 3 April 2024 Mr W sent Assurant a diagnostic report from the phone manufacturer dated 23 March 2024 stating there's a fault with the phone screen.

Assurant told Mr W it wouldn't repair the fault under the six month warranty as the warranty had already ended on 10 February 2024.

Mr W complained to us. He wants Assurant to repair the phone without having to make another claim.

During our investigation Assurant told us that when the phone was initially repaired in August 2023 a 64 points check was carried out on the phone and the same checks were done when the phone was inspected for faults in September 2023.

Ultimately our Investigator said Assurant had unfairly declined to repair the phone under the six months warranty. She said the evidence from the phone manufacturer supported the fault Mr W reported whilst his phone was in warranty. Also Assurant hadn't provided evidence of the 64 points checks it said it had carried out on Mr W's phone. Our Investigator recommended that Assurant carry out the repair as if the warranty was still in place.

Assurant disagrees and wants an Ombudman's decision. In summary it said the quality checks for the phone weren't held on its system but all handsets go through the checks which meet the phone manufacturer's criteria. Although Mr W had provided a report about

the fault from the phone manufacturer the report was done outside of the warranty period so Assurant didn't know whether the phone became faulty within or outside of the warranty period. Mr W would need to make a new claim to repair the fault.

Before I made the decision we asked Mr W why he'd taken about six months to provide the phone manufacturer's report. He said Assurant didn't give a time scale for him to get the report, he'd been very busy with work and other commitments, the closest phone manufacturer's store isn't near him and he didn't have the time to go.

### **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 regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down (or settle) claims unreasonably.

When Assurant returned Mr W's repaired phone to him in August 2023 it came with a letter which said:

*"Our repair work comes with a 6 month warranty. If any mechanical or electrical failures occur within this period please get in touch using the details found in your policy documentation."*

So it was clear that the repaired phone came with a six months warranty and if a fault occurred within the six months Mr W had to contact Assurant.

Mr W did report the fault with the repaired phone to Assurant within the six months warranty period. He first reported the phone had a faulty screen four days after he received the repaired phone, again later in August and then immediately after Assurant had returned the phone from its inspection in September 2023.

Assurant says a 64 points check was done on the phone in August and again in September 2023 and it couldn't find the fault. It accepts that it can't provide evidence of the checks it says it's done on Mr W's phone.

Mr W has been able to provide evidence from the phone's manufacturer which shows there's a fault with the phone's screen, as Assurant requested. The report is dated 23 March 2024 so about six weeks after the phone's warranty ended on 10 February 2024.

I have to decide what's fair and reasonable in all the circumstances of this case. Although Mr W hasn't given exceptional circumstances to explain the delay in him getting the phone's manufacturer's report, I accept that Assurant didn't give him a timescale to provide the report. And, while Assurant has concerns the fault may have occurred outside the warranty period, the fault reported by the phone manufacturer seems to be the fault that Mr W reported to Assurant within the warranty period. Assurant hasn't disputed that the fault is the same. So I think it's more likely than not that the fault with the phone found by the phone manufacturer was present during the warranty period.

As Mr W reported the fault to Assurant within the warranty period in these particular circumstances I don't think it's fair and reasonable for Assurant to say it wouldn't consider and act on the phone manufacturer's supporting diagnostic report.

I think the fair and reasonable outcome of this complaint is for Assurant to repair the phone under the terms of the warranty as if it was still in place. As our Investigator said, if there's

damage to the phone that wasn't related to the fault Mr W reported within the warranty period then it's reasonable for Assurant not to repair that damage under the warranty.

### **My final decision**

I uphold this complaint and require Assurant General Insurance Limited to repair the fault to Mr W's mobile phone that he reported in the warranty period under the terms of the warranty as if it was still in place.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 10 December 2024.

Nicola Sisk  
**Ombudsman**