

The complaint

Miss M complains that Assurant General Insurance Limited has treated her unfairly in connection with a mobile phone insurance policy.

What happened

Miss M had a mobile phone covered under an insurance policy with Assurant. Any claim on the policy was subject to an excess.

In late January 2024, Miss M made a claim on the policy. Miss M paid an excess. In early February 2024, Assurant provided a replacement phone, with a 12-month warranty against defects.

On 26 August 2024, Miss M contacted Assurant saying that the (replacement) phone's camera had stopped working. Assurant asked Miss M to send the phone to its repair centre.

On 29 August 2024 Assurant received the phone with a cracked screen. Assurant said that its warranty didn't cover damage and the damage would void the warranty. Assurant said Miss M would need to make a further claim on the policy and pay a further excess of £75.00.

Miss M complained to Assurant that she had sent the phone without damage to the screen.

By a final response dated 2 September 2024, Assurant turned down the complaint.

Miss M brought her complaint to us without delay.

Our investigator recommended that the complaint should be upheld. She thought that the phone screen wasn't damaged when Miss M parcelled it up to send.

The investigator recommended that Assurant should:

1. waive the £75.00 excess; and
2. remove the void on the warranty; and
3. reassess the claim repair.

Miss M thanked the investigator for her opinion.

Assurant disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- The device was received damaged and therefore the warranty provided is voided.
- A new claim would be required to repair the device.

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.

Assurant's warranty was as follows:

"We provide your replacement phone with a full 12 month warranty from the date of despatch, which covers it for any mechanical and electrical failures as a result of any manufacturing faults or defects. If this occurs please contact us directly and we will look to resolve the problem. Please do not contact the handset manufacturer or the retailer from where you purchased your original phone.

The warranty will not be valid if the defect is caused by misuse, neglect or tampering, or if any alterations and/or repairs are carried out by someone other than us or our approved repairers."

The warranty didn't say that if a phone fault occurs and the customer makes a claim under the warranty the but the phone is later damaged, then the warranty will not be valid.

I have no reason to doubt that the replacement phone had a faulty camera when Miss M rang Assurant on 26 August 2024. That's an important point because – at that stage - Assurant was obliged to repair or replace the phone under the warranty, without a further claim on the policy or payment of a further excess.

Miss M says that she took photos on 27 August 2024 of the phone and her packaging. I have no reason to doubt what she says. From one of the photos she sent the investigator, I accept that the screen of the phone had no visible damage on that date.

From another photograph (taken in the street), I accept that Miss M had packaged up the phone and applied the address label Assurant had provided. I'm satisfied that she'd taken reasonable steps to package the phone in a way that would give reasonable protection in transit.

Nevertheless, I find it likely that someone or something later applied enough force to the package to crack the screen of the phone.

Assurant says that its repairer photographed the phone (but not the packaging) shortly after receipt on 29 August 2024. From a photo, the screen was cracked on that date.

I accept that the warranty didn't cover the crack damage. However, I don't consider that the crack invalidated the warranty or retrospectively defeated Miss M's claim under the warranty. So I don't consider that Assurant treated Miss M fairly by declining to deal with her claim under the warranty.

Putting things right

I've thought about what to direct Assurant to do to try to put things right at this late stage. I keep in mind that Miss M hasn't had the use of the phone since late August 2024.

I've thought about directing Assurant to repair the fault with the phone's camera (without repairing the phone's screen). However I consider that would be unreasonable and unfair. I conclude that it is more fair and reasonable to direct Assurant to replace the phone, with a warranty for a further 12 months.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Assurant General Insurance Limited to:

1. not treat its warranty as invalid or void; and
2. not treat Miss M as having made a further claim on the policy in late August 2024;
and
3. not charge an excess for any such further claim on the policy in late August 2024;
and
4. provide Miss M under the warranty it gave as part of her claim in January 2024 with a replacement phone and a warranty for a further 12 months.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 5 February 2025.

Christopher Gilbert

Ombudsman