

The complaint

Mr E has complained about the quality of repairs carried out on his mobile phone by his insurer Assurant General Insurance Limited ('Assurant').

What happened

Mr E made a claim on his mobile phone insurance policy after his mobile phone screen was damaged.

Assurant collected the phone and deemed it repairable so went ahead and replaced the screen. The phone was returned to Mr E a few days later.

Mr E said he noticed an error message on his phone saying that it didn't recognise the display and that an authorised repairer could repair or replace it to restore its full functionality.

Mr E was unhappy about this and complained. He said that the error message devalued the phone and made it impossible for him to sell.

Assurant didn't uphold the complaint. It said the repairs were carried out as per the terms and conditions of the policy which say that repairs will be made using available parts or refurbished products and that some of the parts may be unbranded. It said that the error message would disappear as a pop up message in time. It said if Mr E had other concerns about the phone, it could arrange for it to be taken back and reviewed.

Mr E then brought his complaint to us. He said that he wasn't able to trade his phone in for a new one and that the trade in would have been worth £210. He said his phone was not given back to him in the same condition it was in before it was damaged.

One of our investigators reviewed the complaint but he didn't think that Assurant needed to do anything more. He said the repairs were carried out in line with the terms and conditions of the policy and that the policy didn't cover uninsured losses such as loss of value. He added that the error message was the result of action taken by the manufacturer updating its software and, therefore, outside Assurant's control.

Mr E didn't agree. He said that the policy doesn't state that the new parts will not be recognised by the device. He said in his experience, major IT vendors will not provide parts which are not recognised by the operating system and found the whole policy misleading.

Mr E asked for an ombudsman's decision and the matter was passed to me to decide.

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.

Mr E got his mobile phone policy through his bank account. The policy provides cover in the event that the phone is damaged or breaks down. In relation to repairs, it says these will be made using readily available parts or Assurant may provide remanufactured products. Those may contain parts that are of similar or equivalent specification and may include unbranded parts. The policy says that a repair will be carried out but if that is not possible, Assurant will provide a replacement. I don't think any of these terms are particularly unusual or unclear and I think it is fair for Assurant to rely on them.

Assurant assessed the phone and deemed it repairable. I don't think Mr E disagrees with this. Assurant then proceeded to repair it. As per the policy it may use unbranded parts which is what seems to have happened in this case. As this was in line with the policy I don't think Assurant's actions were unfair or unreasonable.

Mr E says that the error message devalued his phone and means that his phone is no longer in the same condition that it was before it was damaged. I understand the point Mr E is making but, as our investigator said, as there were no issues with functionality and the only issue was the error message I think Assurant has fulfilled its obligations under the policy i.e. it has repaired the damage. The only issue that makes this phone, in Mr E's view, not in the same condition that it was in before it was damaged is the error message. But, as our investigator said, I think this is something outside Assurant's control and more to do with the manufacturer.

I appreciate that Mr E will be disappointed with my decision but, as I said above, I think Assurant has fulfilled its obligations under the policy and I, therefore, don't think it needs to take any further action.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 12 February 2025.

Anastasia Serdari
Ombudsman