

The complaint

Mr B and Miss G have complained to Astrenska Insurance Limited about the quality of a repair to Mr B's phone under their mobile phone insurance policy.

What happened

The background to this complaint is well known to the parties. In summary Mr B was unhappy with an accidental damage repair to his Apple mobile phone. He raised several concerns after the first repair and the phone was returned. When Mr B received the phone back the issues weren't resolved and the battery had been changed. Mr B now also received warning messages about the battery. Mr B then tried to trade in his phone at the Apple store – but was told this wasn't possible as it was repaired by a non-Apple repairer and third party parts were used in the repair.

Astrenska explained that the repair was done using Apple parts – although they weren't original. Unhappy, Mr B brought his complaint to our Service.

The investigator recommended that it be upheld. They said that it seemed Mr B's phone had been replaced by a repaired refurbished phone as the IMEI number and serial number didn't match his original phone. They said this was contrary to the policy terms and recommended the phone was taken back and replaced with a new phone of the same specification or a cash settlement. They also recommended £125 compensation was paid to Mr B for inconvenience.

Astrenska didn't agree. It said it wasn't a phone repair specialist and relied on the company appointed to report and advise on the works they had carried out. Astrenska had a statement which said genuine parts had been used in the repair of the phone. Therefore it believed that the issues Mr B was experiencing were due to an Apple upgrade issue. Astrenska didn't find the report provided by Mr B from Apple was conclusive. It said it made assumptions rather than diagnosing the facts. Astrenska maintained that the phone had been repaired not replaced and repaired using refurbished parts from working apple devices.

As no agreement has been reached the matter has been passed to me to determine.

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.

Firstly I'd like to reassure the parties whilst I've summarised the background to this complaint I've carefully considered all that's been said and sent to us. In this decision though I haven't commented on each point or piece of evidence rather I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts. Having done so I am upholding this complaint. I'll explain why.

- The relevant regulator's rules say that insurers must handle claims promptly and

fairly and mustn't turn down claims unreasonably. So I've considered, amongst other things, the terms of the policy to decide whether I think Astrenska treated Mr B fairly by dealing with his claim in the way it did.

- The policy provides that the claim can be settled in the following ways:

We can help you in different ways if your insured property is lost or damaged. We may choose to replace, repair, or pay you the value of the damaged or lost property. If we can replace the property, we will pay only the cost of the replacement from our preferred supplier. We will only pay up to the insured amount for any one event of loss or damage.

Wear and Tear: When things are completely damaged and can't be fixed, we will pay to replace them without taking into account any reduction in value from wear and tear or aging, except for clothes and linens.

- Neither the policy terms nor the IPID (Insurance Product Information Document) say that a replacement phone will be a refurbished one. I'm satisfied that following the repair the IMEI number and serial number didn't match Mr B's original handset. I've also seen a document from the repairer saying the phone was a replacement. I haven't disregarded the statement of fact from Head Engineer at the company Astrenska uses for repair. But even if I was persuaded that the phone itself hadn't been replaced, just parts including the motherboard had, I wouldn't find that Mr B had been treated fairly as the repair (or replacement) wasn't satisfactory.
- Mr B repeatedly received error messages and a report from Apple included the following observations:

*Battery and rear camera not genuine
System configuration not completed on the repair
Display backlight purple
Fingerprints on the front camera glass
Fingerprints in the rear camera module
Minor scratches to the enclosure*

- Although Astrenska has said that the report Mr B provided from Apple is not conclusive, I find that Mr B's testimony credible. Together with the report from Apple I'm satisfied that Mr B didn't have a satisfactory repair or service. The claims journey took months and caused Mr B stress and inconvenience. I find that compensation is due for the inconvenience caused. Mr B was entitled to expect that his phone would be returned in accordance with his policy terms and without the issues indicated above.

My final decision

My final decision is that I uphold this complaint. I require Astrenska Insurance Limited to

- Take back Mr B's phone which was the subject of this complaint. At Mr B's preference either replace this with a new phone of the same specification or offer Mr B a cash settlement to the value of the replacement.

- Pay £125 compensation for the poor claims journey, and the inconvenience Mr B has experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss G

to accept or reject my decision before 14 April 2025.

Lindsey Woloski
Ombudsman