

The complaint

Mr B has complained about a claim he made under the mobile phone insurance he had with Assurant General Insurance Limited through his bank account.

What happened

The background to this complaint is well known to the parties so I won't repeat it in detail here. In summary Mr B claimed for a cracked screen in June 2024. His iPhone was repaired by Assurant's phone repair agent, I'll call P, in July 2024. Following the repair Mr B reported that his phone wasn't functioning as it should. In September 2024 he returned the phone to Assurant for inspection. It found no faults, but Mr B complained that the fault remained. In December 2024 he took the phone to Apple. The screen was changed and the fault remedied.

When Assurant didn't uphold his complaint. He referred it here. Our investigator recommended that it be upheld.

As Assurant didn't agree the case 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 that while I've summarised the background to this complaint and the submissions made, I've carefully considered all that's been said. Within this decision though, I've focused on what I consider to be the key issues. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

Assurant has a responsibility to handle claims promptly and fairly. So I've looked carefully at all the circumstances in order to see if it treated Mr B fairly. Having done so I agree with the conclusion reached by the investigator for the following reasons:

- It is agreed that the policy allows the repair to use non-branded parts. However Assurant says genuine parts were used – an Apple screen of grade A quality. It also said that a 64 point check was carried out before the phone was returned to Mr B. The issue here though, and this doesn't seem to be in dispute, is that the functionality was affected – the true-tone option wasn't available and the screen was noticeably darker.
- Although Assurant has said that the fault would rectify in time, Mr B consistently received a message on his phone saying non-genuine parts had been used. Additionally, Mr B had been given different advice by P who advised the only way to get round the functionality problem was to pay for an Apple screen replacement. So I can understand why Mr B was unhappy with the repair, particularly having sent it for checking following the first repair.

- Eventually Mr B took the phone to the Apple store and paid for the screen to be changed. The issue with the functionality was immediately rectified. I appreciate that Assurant feels that Mr B paid for the replacement because there was a crack on the screen. But Mr B's complaint consistently concerned the functioning. I'm satisfied that the functioning wasn't as it should be following the July repair and Assurant didn't manage to rectify it. So I agree that it would be fair for Assurant to refund Mr B the cost that he paid Apple to change the screen which in turn rectified the functioning. If there was also a crack on the screen I find that this was incidental and not a reason to say Mr B shouldn't be reimbursed.
- This issue has caused Mr B inconvenience, disappointment, and frustration. He has also needed to pay for a repair which he would have expected to be fully covered by his policy. I find that compensation is due and that £100 is fair in the circumstances. I don't award interest – but have taken this into account when deciding that £100 is merited.

My final decision

I require Assurant General Insurance Limited to:

- Reimburse Mr B £349 for the screen replacement.
- Pay Mr B £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 4 April 2025.

Lindsey Woloski
Ombudsman