

The complaint

Mr A has complained about how Assurant General Insurance Limited (Assurant) dealt with a claim under a mobile phone policy.

What happened

Mr A logged a claim for accidental damage to his mobile phone. He sent his phone to Assurant, who carried out a repair and returned it. About a month later, Mr A contacted Assurant because his phone stopped working. Mr A returned the phone to Assurant. When it inspected the phone, Assurant found the liquid detection indicator had been triggered. It logged a new claim and charged Mr A a new excess.

Mr A complained. He said the issue with his phone was caused by the first repair carried out by Assurant. He said the new damage should have been dealt with under the first claim and he shouldn't have had to pay a second excess. When Assurant replied, it said it had used manufacturer adhesive to re-seal the phone. The warranty for the first repair covered mechanical or electrical faults. The water indicator being triggered was deemed to be physical damage and therefore a new claim was required.

When Mr A complained to this Service, our Investigator upheld it. She said Assurant was unable to provide a report from the first repair to show whether the water indicator had triggered. The evidence also suggested that the photos of the phone from the first and second repair were more likely of different phones. She said Assurant hadn't shown the issues that it registered as a second claim weren't present when the first claim was made or caused by it. She said Assurant should remove the second claim and refund the excess and, instead, record the details of it as part of the first claim. She said it should also pay interest on the second excess paid along with £100 compensation.

As Assurant didn't agree the damage should be dealt with as part of the first claim, the complaint was referred to me.

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.

Having done so, I uphold this complaint and for largely the same reasons as our Investigator. I will explain why.

Mr A's first claim was for accidental damage to his phone. Assurant accepted the claim, repaired the phone and returned it to Mr A. When Mr A turned the phone on, it showed a message that said the phone was unable to verify the phone had a genuine manufacturer display. However, this disappeared when he restarted the phone. He said the phone continued to occasionally flicker, which could be resolved by restarting the phone. Mr A has said the phone appeared to function normally. About four weeks after it was returned to him, the phone started to randomly restart. About 24 hours later, the phone stopped working.

When Mr A returned the phone to be assessed, Assurant found the liquid damage indicator had been triggered. Assurant told Mr A it wasn't responsible for this and it was down to Mr A's actions. Assurant said this also meant the warranty for the previous repair was void and it would have to set-up a new claim. This required the payment of a second excess. Mr A didn't agree it should be a second claim. He said his phone hadn't come into contact with water and he thought the issue was with how Assurant completed the repair. But he agreed to pay the excess because he needed his phone to be repaired.

Assurant hasn't been able to provide a report specifically about what the liquid detector indicator showed during the first claim. But it told this Service that the liquid detector can't have been triggered because its technicians' checklist required this to be checked. However, I note Assurant hasn't provided evidence that the technician completed each of the required checks.

Assurant provided a photo of a side of a phone which it said showed the liquid detector indicator had been triggered on Mr A's phone. From that photo, it wasn't possible to see any further details of the phone itself, apart from it appeared to be silver in colour. Assurant also provided photos of the phone taken during the first claim and from when it was returned to it by Mr A when it stopped working. When Assurant provided Mr A with those photos, he said the ones from the second repair weren't of his phone. He said the phone in the photo was silver and his phone was blue.

Looking at the photos from the first repair, the phone appears to be blue. Looking at the photos from the second repair, the phone appears to be silver. I'm aware Assurant has also highlighted damage it says was visible on both phones. It said that showed the photos were of the same phone. But I also note that, when looking at each phone as a whole, there appeared to be less damage to the phone at the second repair than at the first. So, I'm not persuaded the damage Assurant highlighted showed it was the same phone.

I'm mindful that I've seen nothing to suggest Mr A didn't return the correct phone. I'm aware Assurant has also described the process it follows to check it has received the correct phone. But, on balance, I don't think I can fairly say the photos from the second repair were Mr A's phone. In which case, that would mean the evidence that showed the liquid detector had triggered relate to Mr A's phone.

As a result, I don't think Assurant has shown it was reasonable for it to set-up a second claim and require Mr A to pay a second excess. So, I think Assurant needs to remove the second claim and deal with the issue with Mr A's phone under the original claim. It should

also refund the second excess and pay interest on that amount because Mr A lost use of the money. Mr A also had the shock of being told he had water damaged his phone, which he denied, and the inconvenience of dealing with a second claim. So, I think Assurant should also pay Mr A £100 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Assurant General Insurance Limited to:

- Remove the second claim from internal and external databases and deal with the issues with the phone under the original claim.
- Refund the second £100 excess Mr A paid.
- Pay Mr A 8% simple interest on the second excess from the date on which he made the payment to the date on which it is refunded to him.
- Pay Mr A £100 compensation.

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

Louise O'Sullivan
Ombudsman