

The complaint

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

What happened

Mr A contacted Assurant to make a claim for damage to his mobile phone. Assurant repaired the phone and returned it to him. When Mr A tried to use his phone, he found that he would repeatedly get a message about the replacement screen. Mr A returned the phone to Assurant to be checked under the repair warranty. Assurant carried out checks and decided it didn't have any faults. It returned the phone to Mr A.

Mr A complained. When Assurant replied, it said the repair was carried out in line with the policy terms. These said it may use unbranded parts. The parts were tested to ensure they were compatible, but sometimes a message showed on a phone to advise the parts were non-genuine. This didn't affect the functionality of the phone. The phone had been checked following the repair and passed all the tests to ensure it was in full working order. It said it wasn't possible for Mr A to return the phone for it to put the original screen back onto the phone. It said it had fulfilled the claim in line with its business processes.

When Mr A complained to this Service, our Investigator upheld the complaint. She said Assurant hadn't done anything wrong by using a non-genuine part as this was in line with the policy terms. But a message appearing regularly to say the device was unable to determine if it was a genuine part would have been inconvenient. The screen's touch response also seemed to have been affected. So, she was persuaded that the phone's functionality had been affected. She said Assurant had already had two opportunities to repair the phone. So, she said Assurant should pay Mr A's costs to have the phone fixed through his chosen repairer, which was £200.

Assurant disagreed. It said it had completed a manufacturer authorised repair and had been unable to find any faults with Mr A's phone. It said its own assessment was more reliable than Mr A's evidence of the fault. It also hadn't seen evidence from the manufacturer to say the device was faulty. So, 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. I will explain why.

The policy was essentially one of indemnity. This meant Assurant needed to put Mr A back in the position he was in immediately before the damage that led to the claim.

From what I can see, it isn't in dispute that Assurant fitted an unbranded part to repair Mr A's phone. Looking at the policy terms and conditions, these said:

“Repairs will be made using readily available parts, or we may provide refurbished products. These may contain parts that are of similar or equivalent specification, and these may include unbranded parts.”

So, I think the policy terms were clear that readily available parts would be used and that these might be unbranded.

Mr A said when his phone was returned to him that a message regularly appeared on his phone about the replacement part. I can understand that it would be frustrating and inconvenient for Mr A to have this message on his phone.

Mr A has also said that, following the repair, there was an issue with the screen's touch response and an additional fault with colour dimming on the display. He provided a video, which showed that the phone had a built-in touch test. When this was run, the phone displayed a message to say it had failed the testing. Assurant was provided with this video. It said it wasn't possible to say without doubt from the video how Mr A was touching the screen or, if at points when it wasn't registering, that he was touching the screen at all. It said it had twice carried out checks and it was a manufacturer approved repairer. However, I'm not persuaded I've reason to doubt that Mr A's video was a genuine touch screen test to show whether there was an issue with the phone. The test showed the phone failed the test.

So, I think this indicated there was an issue with the part Assurant fitted. I think Assurant has already, twice, had the opportunity to carry out a repair that put Mr A back in the position he was in before the damage he claimed for. I don't think it has done so. Mr A took his phone to a repairer. He said he was told the way to fix the issues with the phone was to replace the screen. He has provided an estimate to for this, which was £200. So, I think it's fair for me to say that Assurant should pay Mr A's costs for arranging the repair himself. I consider this to be a fair and reasonable outcome to this complaint.

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 pay Mr A £200 to settle his claim and complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 June 2025.

Louise O'Sullivan
Ombudsman