

## **The complaint**

Miss H has complained about how Assurant General Insurance Limited (Assurant) dealt with a claim under her mobile phone insurance.

## **What happened**

Miss H made a claim under her mobile phone insurance. Assurant repaired the phone and returned it to her. Miss H phoned Assurant and said there was a problem with the repair. She kept getting an error message on her phone that said the camera wasn't recognised and the camera was blurred. Assurant asked Miss H to return the phone.

After a delay, Miss H returned the phone. Assurant assessed the phone and found it had a cracked screen. It told Miss H this voided the repair warranty. It said that if she wanted the phone repaired, she would need to make a new claim. Miss H complained. When Assurant replied, it didn't uphold the complaint. It said the policy was designed to cover any faults. If the phone became damaged this would void the warranty as it wouldn't be able to confirm if the damage had caused the fault. So, it said Miss H would need to make a further claim.

When Miss H complained to this Service, our Investigator upheld it. She said Assurant said the damage invalidated the warranty. However, that wasn't what the policy wording said. The reported fault would need to have been caused by the damage, but she hadn't seen evidence to show this. But, she couldn't say when the cracked screen happened. So, she didn't think it was fair to say Assurant needed to repair it as part of this claim. Miss H would need to make a new claim for that. But the unbranded parts fitted as part of the original claim caused an error message to keep appearing on the phone. She said the phone needed to be restored to the same functionality and quality as when original parts had been used. So, she said Assurant needed to repair the faults that Miss H reported when the phone was returned to her.

As Assurant disagreed, 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.

Assurant has declined to carry out a repair under its repair warranty because it said that when Miss H returned the phone for an assessment the screen was damaged. It's my understanding that Assurant is relying on the wording on an information sheet provided to Miss H following the original repair. This explained that the repair came with a six-month warranty for mechanical or electrical failures. It also said:

*"Please note that the warranty does not cover any defect which is found to be caused by damage or alterations/ repair work carried out by someone else other than our approved repairer".*

Assurant has said that because there was damage to the screen when Miss H returned it following the original repair that the repair warranty was void. However, I don't think this is a fair reading of what this wording said. It said it didn't cover a "*defect which is found to be caused by damage*". So, it didn't say the presence of damage in itself voided the repair. When Assurant replied to the complaint, it said "*if the phone becomes damaged this would void the warranty as we would not be able to confirm if the damage has caused the faults*". Again, I don't think this fairly explains when the repair warranty would be void. I also haven't seen evidence that Assurant found the screen damage was the source of the issues. I think the type of error Miss H was seeing on her phone didn't suggest the likely cause was the damage to the screen. I think it more likely indicated that a non-manufacturer part had been fitted.

So, I've thought about whether the issues Miss H found following the repair should be fixed by Assurant. When the phone was returned to her, Miss H found that a message kept coming up on her phone about the parts fitted and that the camera was blurred. From what I can see, she reported this to Assurant promptly. The policy is essentially one of indemnity. This meant Assurant needed to put Miss H back in the position she was in immediately before the damage.

The policy said:

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

So, I think it was clear that Assurant might use unbranded parts. I don't think there's anything wrong with that necessarily. However, Miss H didn't have the error message on her phone before the damage and repair. It's also my understanding that the camera wasn't blurred. So, I don't think I can fairly say Assurant's repair put Miss H back in the position she was in before the original damage. I'm aware Assurant said it carried out a range of checks before it returned the phone to Miss H. However, I'm not persuaded Assurant returned the phone to Miss H in full working order. If the message or blurring was present before Assurant returned the phone, it should have fixed it. If the issues with the phone developed after it was returned, then I think it's fair to say Assurant needed to fix them under the repair warranty.

There was also physical damage to the screen. Assurant has said that damage wasn't there before the phone was returned to Miss H. It's also provided photos of the phone following the original repair and I can't see any damage. I'm aware the package was returned by a courier and could have happened in transit. However, I'm also mindful that Miss H took a while to return the phone to Assurant after she reported the issues with the repair. Based on what I've seen, I'm not persuaded I've reason to say Assurant caused the damage to the screen. So, I think it's fair to say the screen damage doesn't need to be fixed by Assurant under the repair warranty. If Miss H wants the screen damage fixed, she would need to discuss a new claim with Assurant.

So, I uphold this complaint. I think Assurant needs to repair the damage Miss H reported on 18 May 2024 under the repair warranty and should make arrangements for the phone to be returned to it. Having considered everything that happened, I think this is 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 repair the damage Miss H reported on 18 May 2024 under the repair warranty and should make arrangements for the phone to be returned to it for this purpose.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 20 June 2025.

Louise O'Sullivan  
**Ombudsman**