

## **The complaint**

Mr H complains about Assurant General Insurance Limited (“Assurant”) for the way it conducted his claim for repair to his phone. He wants Assurant to arrange for a repair or replacement of his phone so that it is constituted of fully genuine parts.

## **What happened**

Mr H held mobile phone insurance with Assurant as part of his bank account benefits.

In September 2024, Mr H dropped his Apple iPhone 14 ProMax and the rear glass was smashed.

He contacted Assurant on 11 September 2024 to enquire about a claim. He specifically asked the agent if all parts used in repairs were genuine branded parts, in this case Apple parts, and if the repair work was done by Apple approved engineers.

Assurant’s agent confirmed that the engineers were Apple approved, and that all parts used were genuine. The agent made clear that if a replacement phone was to be offered this would be refurbished and of the same specification and model.

Mr H initiated a claim and paid his excess of £100. Assurant began the process for a repair and issued a repair note.

Around 17 September 2024, Mr H chased Assurant for the courier label to send in his phone as he had not yet received this. Assurant sent a label to him.

Mr H sent in the phone and Assurant received this on 20 September 2024. Its records say that the phone was repaired and dispatched back to Mr H on the same day.

Mr H received the repaired phone on 21 September 2024. Immediately Mr H noted a difference. The front screen of the phone, which had previously shown some signs of wear, looked new. He checked the system information in the phone and an error message displayed indicating that the screen had been replaced, and that the replacement screen was not a genuine Apple screen.

This affected the functionality of the phone and some features, namely True Tone, and an ambient light sensor, were now not working.

Mr H contacted Assurant and asked why the front screen had been replaced. Assurant has not offered him a personalised explanation for this. Mr H obtained an expert view of his phone, and this concluded that the screen had been replaced with a replacement which was not a genuine Apple part.

He complained to Assurant. He was concerned that the screen had been replaced without explanation and parts which he felt were inferior had been used, causing his phone to lose functionality and to lose value.

Assurant responded to Mr H’s complaint and engaged with him over several letters.

Assurant did not explain what had happened to the front screen as records of the screen repair had not been kept.

Assurant offered Mr H £30 compensation and offered a doorstep exchange of his phone for one of its stock of refurbished phones. Assurant acknowledged that Mr H was incorrectly told that only genuine parts would be used during his initial call.

Mr H has not accepted that offer. He has lost confidence that any replacement phone he received from Assurant would have genuine parts. He is conscious that any phone with non-Apple parts may be inferior quality and may not be repaired by Apple authorised repairers in future.

Mr H contacted us. Our investigator looked into this matter and recommended that Mr H's complaint be upheld. They recommended that Assurant reimburse the cost of the expert report and that it either arrange the doorstep exchange for a replacement device, or it take back Mr H's device to carry out further repairs to restore functionality. They also recommended that Assurant pay to Mr H £50 compensation.

Neither Mr H nor Assurant accepted that recommendation and the matter was passed for an ombudsman decision.

I issued a provisional decision in respect of this matter in June 2025. In that provisional decision I set out that I thought Assurant needed to do more to put matters right.

That provisional decision has been shared with the parties, and they have been invited to comment.

Assurant has responded, reiterating that there may have been other reasons for the screen to be replaced (other than accidental breakage during repair), such as it separating from the frame, or that it was damaged in transit.

Mr H has responded making a number of points, including:

- That he would not want Assurant to choose any supplier of a replacement phone, as he would have residual doubt about the quality of the phone;
- That he feels that Assurant ought to pay for a further inspection fee in order for him to obtain a quote for repair, and that I should direct Assurant to pay for any further damage which is discovered during inspection;
- That he feels that the level of compensation I provisionally awarded is too low; and
- That he would not have proceeded with a repair if he had been given correct information and so he feels that half of the excess should be refunded to him.

### **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.

I have considered the submissions from both parties.

To first address the comments from Assurant, I accept that there are a number of reasons why the screen may have been replaced, beyond accidental breakage. I recognise that there will have been a good reason for the replacement of the screen, at a cost to Assurant, and that this would not have been done lightly.

Assurant otherwise had no further comments on the provisional decision.

Moving then to Mr H's comments, I appreciate the thought he has given to this matter and the time he has taken in providing his views.

He has indicated that he would prefer that, if Assurant choose to procure a replacement phone, rather than fund a repair from his chosen technician, he thinks that he should be able to choose the supplier. He has expressed doubt that Assurant would choose a supplier he trusts.

I understand this wish, but in my view the decision over which supplier should rest with Assurant. I would anticipate that, if a repair is reasonably priced, Assurant would elect to fund a repair rather than replacement, but if repair is disproportionately costly then Assurant should be able to resolve the matter in a different way.

I would ask Assurant that, if it decides to procure a replacement phone for Mr H, that it engages with him about which suppliers it may use and it take into account his views, even if it is not ultimately bound by those views.

Mr H has asked that Assurant cover the cost of an inspection fee in order to obtain a quote and that I direct that Assurant pay for any further damage which is revealed during the repair. I do not think that this is proportionate. I would expect that a technician can give an educated estimate for the cost of replacing the screen on this make and model phone without having to carry out a detailed inspection first.

If Mr H commissions a repair and this becomes unexpectedly more expensive than the quote, I would expect Assurant to take a reasonable stance on covering the cost. If the repair uncovers further problems with the phone, then Mr H would be able to complain to Assurant about this as he becomes aware and, if necessary, he could approach our service again if any complaint is not resolved.

It would not be appropriate or fair to pre-emptively assign liability to Assurant for any damage which is currently unknown and which we cannot know the cause of.

Mr H feels that the level of compensation is too low. He has indicated that he spent a great deal of time liaising with Assurant and that he had to be available for multiple contact points in sending in the phone or having it inspected. He has also made the point that he has been without the functionality of the missing applications for nine months. I do appreciate this, but I am satisfied that the level of compensation I have assessed is in line with other awards we would make in similar circumstances. He also comments that the phone may have lost value through the parts used in repair and he feels this is not factored in. I do not consider there should be any loss in value as all parts ultimately used – when the phone has been repaired or replaced - will be genuine, or (in the case of the rear glass) of satisfactory quality and function.

Finally, Mr H disagrees with my view that he would have incurred a cost broadly equal to the excess in any event, either through a repair or an insurance claim. He has said that he asked about the genuine parts to inform his decision and that if he had known about non genuine parts being used, he would have saved the excess to put towards a new device when his contract expired.

I accept that he may have acted differently, but in my view any other action would also have been at a cost. If he had chosen not to make a claim, he would have suffered a loss in functionality from the rear glass being broken, and any resulting loss in value of the phone.

Whilst I accept that I cannot be sure what action he would have taken, I am satisfied that he would have incurred a broadly equal impact whatever he had chosen to do, and so I do not

think that the excess should be refunded.

Having taken into account all comments received, I remain of the view set out in my provisional decision and I uphold Mr H's complaint. I adopt my reasoning as set out in my provisional decision, as supplemented by this document, as my final decision.

### **My final decision**

For the reasons set out above, and in my provisional decision, I uphold Mr H's complaint and direct Assurant General Insurance Limited to:

- Reimburse Mr H for the cost of his expert report, plus interest at a rate of 8% per annum (from the date he incurred the expense until the date of settlement);
- Either –

Meet the costs of repair and replacement of the screen from a technician of Mr H's choice; or

Arrange for a replacement like for like phone to be provided to Mr H directly from an authorised Apple stockist (including authorised stockists of refurbished models); and

- Pay to Mr H £150 compensation for his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 July 2025.

Laura Garvin-Smith  
**Ombudsman**