

The complaint

Mr S complains about how Assurant General Insurance Limited handled a repair claim under a mobile phone insurance policy.

What happened

Mr S holds a mobile phone insurance policy through his bank account. The insurer is Assurant.

Mr S sent his phone to Assurant for repairs due to broken glass. He specifically said in the device return form that only the glass should be changed, as everything else with the phone was working. But when Mr S got his phone back, he noticed that Assurant had also changed the camera on his phone to an unbranded one. He wasn't happy the camera had been changed against his instructions, that it was an unbranded one, and he said the quality was inferior to the original camera.

Mr S also said that his phone developed further faults after this as the microphone and speaker stopped working. He got in touch with Assurant about this, but it only referred Mr S back to its final response letter. So, Mr S bought a new phone as he needed this due to his work, and Assurant wasn't taking any action.

Assurant said that it had repaired the phone in line with the terms and conditions of the policy. It said the repair centre carries out a diagnostic check, and if this shows a part needs to be replaced, then it will do so. And the policy terms set out that Assurant may use an unbranded part of similar specification for repairs.

One of our investigators reviewed the complaint. Having done so, she thought that whilst Assurant had acted in line with the terms and conditions of the policy when it repaired the phone, Mr S reasonably expected only the broken glass to be repaired. The investigator also noted that when Mr S had got in touch with Assurant about issues that had come to light after the repair, it simply referred him back to its final response.

To resolve the complaint, the investigator recommended that Assurant should arrange for Mr S' phone to be reinspected, and for any damage caused during the repairs to be rectified. She also thought Assurant should pay Mr S £200 for the distress and inconvenience caused.

Assurant agreed to the investigator's recommendation, but Mr S didn't. In short, he says that Assurant should replace the camera, microphone and speaker with genuine brand parts, rather than unbranded parts, in addition to the compensation the investigator recommended.

As no agreement was reached, the complaint has been passed to me to decide.

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.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of this complaint.

Mr S made it clear when he sent his phone for repairs that he didn't want anything other than the glass to be repaired. So, it's understandable that he wasn't happy Assurant had changed the camera on his phone, when Mr S didn't think there was anything wrong with it.

That said, Assurant has explained that it carries out diagnostic checks and the repaired phones need to pass a quality check. And it would only have replaced the camera if it failed the check. I think it's unlikely Assurant would have replaced the camera on Mr S' phone if it had passed the quality check. But I can see that it did after the repair was completed. So, had Assurant not replaced the camera, it may not have been able to carry out any repairs as the phone wouldn't have passed the quality check.

The policy terms set out clearly that Assurant may use unbranded parts when carrying out repairs:

"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[...]"

This isn't an unusual term, and I don't think Assurant acted unfairly or unreasonably by using unbranded parts. But I can't see that Assurant drew this term to Mr S' attention, and I think it is a significant one. So, this would have added to Mr S' frustration when he received his phone back and started seeing warnings that the device had non-genuine parts. That said, it doesn't look like these warnings should impact the functionality of the device.

Assurant has shown that it used an authorised repair centre by the manufacturer. And it's explained that this means that unbranded parts need to be of a similar quality to meet the quality standards and pass these checks. I haven't seen anything to suggest that the camera wasn't replaced in line with the terms and conditions of the policy.

That said, Mr S told Assurant that the phone developed further faults shortly after the repair, and it didn't take any action. This clearly wasn't reasonable. So, Assurant should now arrange for the phone to be reinspected, and if it identifies that there was any damage caused during the repairs, Assurant should ensure these are rectified – as it has agreed to do.

I appreciate Mr S needed a phone for work, but I also think he needed to give Assurant a reasonable opportunity to put things right. But he bought a new phone, as he didn't trust Assurant would do so. Whilst I can understand why Mr S took the action he did, I don't think I could fairly ask Assurant to pay for the cost of the new phone as it hasn't been able to reinspect the old phone, or to rectify any damage caused by the repairs (if any). I also don't think I could fairly ask it to repair the old phone using genuine brand parts, as this isn't in line with the terms and conditions of the policy.

However, it's clear that Assurant hasn't handled everything as well as it should have done. Taking everything into account, I think it should pay Mr S £200 compensation for the unnecessary distress and inconvenience caused.

My final decision

My final decision is that I uphold Mr S' complaint and direct Assurant General Insurance Limited to take the following action:

- arrange to have Mr S' phone reinspected,
- if identified, rectify any damage caused by the repair in line the terms and conditions of the policy, and
- pay Mr S £200 compensation for the distress and inconvenience caused*.

*Assurant must pay the compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% simple per annum.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 27 October 2025.

Renja Anderson
Ombudsman