

The complaint

Mr and Mrs R have complained that Assurant General Insurance Limited unfairly and unreasonably asked them to pay a further excess under their mobile phone insurance policy when their repaired phone became faulty afterwards.

As Mr R has been our contact throughout, I shall just refer to him for ease of reference.

What happened

Mr R has this mobile phone policy through his bank account. In February 2025, Mrs R's phone unfortunately went through a washing machine cycle by accident. So he made a claim to Assurant who repaired the phone, with Mr R obviously paying the required excess. Assurant repaired the phone and sent it back to Mr R on 25 February 2025.

In April 2025, Mr R contacted Assurant again. He said the phone never worked properly since it was repaired and had multiple faults. So the phone was sent into Assurant again. Its technician discovered further water damage given the water/liquid indicator situated in the phone showed further water damage. That consequently invalidated the warranty given on the repaired phone, according to Assurant. So, Assurant said Mr R would need to pay a further excess, since it would now have to be classed as a new claim.

Mr R thought this was very unfair so he complained and asked for his phone to be returned. They subsequently bought a second hand phone to use instead for which Mr R thought Assurant should refund him. And as Assurant wouldn't change its stance he brought his complaint to us. The investigator was of the view that Assurant hadn't done anything wrong so he didn't recommend that Mr R's complaint should be upheld.

Mr R disagreed so 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.

Having done so, I'm not upholding this complaint. I do appreciate Mr R will be very disappointed, so I'll now explain why.

The substantial issue in this complaint concerns the water/liquid indicator in the phone and whether or not Assurant replaced this when it first repaired the phone in February 2025, when the phone had accidentally gone through a washing machine cycle.

I consider it's highly likely on the balance of probabilities this water/liquid indicator was properly replaced when the phone was repaired in February 2025. It was known that water damage happened, given this was the sole reason for repairing it at that time.

Therefore, once the other workings damaged by the washing machine cycle had been repaired, I consider it's far more likely than not that the water/liquid indicator was replaced as part of that repair. This is because we queried the first repair with Assurant. It said the water/liquid indicator is inside the SIM slot of the type of phone Mr R had. This turns from white to red if there is any contact with water. This is also how the quality control operatives determine if liquid damage may have occurred. So in the initial repair, this was triggered as they looked for it, given it was known the phone had accidentally been put through a washing machine cycle. In order to pass the quality check after the repair, this would have had to have been replaced as otherwise it would have failed to pass the quality check showing the phone had been repaired properly.

When Mr R went back to Assurant in April, it again checked the water/liquid indicator and found it had turned red. It didn't actually think Mr R had put the phone through the washing machine again, but Assurant said this water/liquid indicator can also be triggered by things like environmental humidity etc too.

So no one is saying Mr R or indeed Mrs R accidentally allowed the phone to be immersed in water again but the fact of the matter is that the water/liquid indicator was red again given the evidence of the quality checks done on the initial repair. Assurant don't provide video evidence on each repair it does which I don't consider to be unreasonable either. It has however provided evidence of the quality checks it does after the repair. And on that basis I don't consider Assurant was unfair to say that the fact the water/liquid indicator was red again invalidated the warranty so Mr R would need to pay a further excess to have it repaired again.

Initially there was some concern from Assurant that Mr R delayed some months before explaining the phone wasn't working and he didn't believe it had worked properly since being repaired either. I also consider if the repairs hadn't been carried out correctly, it's more likely Mr R would have raised the issue much earlier, given he had just paid the excess for the first claim.

We're an evidence based service, so effectively I can only decide the case on the basis of the evidence provided. Given the quality checks done after each repair, I've got no evidence that the phone wasn't repaired properly in the first place, and instead I have received reasonable evidence that this indicator was replaced in that initial repair too. Given Assurant's further evidence that these water/liquid indicators can be affected by environmental humidity etc as well, I consider it's not unreasonable to consider that something like this unfortunately might have happened subsequently.

On balance, I don't consider Assurant has done anything wrong here.

My final decision

So, whilst I am sorry to disappoint Mr R, for these reasons it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 15 January 2026.

Rona Doyle
Ombudsman