

## **The complaint**

Mr B has complained about the way Assurant General Insurance Limited repaired his mobile phone under his mobile phone policy.

## **What happened**

Mr B's phone sustained accidental damage to the front and the back of his phone so he made a claim on 21 May 2025 to Assurant who accepted it. It returned his phone on 23 May repaired.

However Mr B raised an issue with Assurant over the state of the front screen of his phone on 28 May 2025. He said the screen used in the repair was very scratched. He sent photos he took on 27 May of the screen showing the scratches.

Assurant didn't agree it had done anything wrong and explained in its final response letter that it only covered damage if that damage stopped the normal functioning of the phone. It said it doesn't repair scratches and dents. It also explained repairs are done using readily available parts which may contain parts that are of a similar or equivalent specification and these may include unbranded parts too.

Mr B didn't think this was fair since he was complaining that the screen used to repair his phone was too scratched. He explained he didn't have any issue with what parts were used to fix his phone provided the screen wasn't scratched like his repaired phone now was.

As Assurant wouldn't change its stance, Mr B brought his complaint to us.

The investigator was of the view that whilst it was difficult to ascertain the level of such damage from photos, as Assurant had provided photos of the repaired phone which didn't appear to show any damage, she thought Assurant should have offered to reinspect Mr B's phone. Given it didn't do this, she thought Assurant should now replace the screen in Mr B's phone again. And she thought Assurant should pay Mr B £100 compensation given he has had to use the phone in this state since.

Assurant didn't agree so Mr B's 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 upholding this complaint along the same lines as the investigator. I'll now explain why.

Assurant makes much of the fact that Mr B delayed from 23 May to 28 May to make his complaint about the screen issue, implying therefore sadly that he might not be telling the

truth. Like the investigator, I don't consider this very short delay (given how busy people's lives these days are) is at all persuasive that Mr B isn't telling the truth that this was the way his repaired phone was delivered back to him by Assurant. After all, Mr B hasn't made any complaint about Assurant not using 'new' parts to repair his phone like so many other complainants tend to do. From his testimony, he has shown he clearly understands the basis of the policy and that effectively 'used' or refurbished parts might be used in repairs. His complaint simply concerns the extent of the scratches on his repaired screen which he deems of an unreasonable standard for the repair.

Like the investigator believes, photos depending on the light they are taken in can be seen to erase such things like these scratches given the 'shininess' of mobile phones' screens in any event. Mr B took care to photograph his phone in the correct light to show these scratches. And given Assurant's further pushback Mr B also showed the date stamp of his photos being 27 May so the day before he raised the issue with Assurant. The photos produced by Assurant might not have managed to have been taken in the correct light. So there is nothing to persuade me by Mr B's testimony and given his photos, that these scratches aren't on his phone or that they weren't on his phone when he received the repaired phone back either.

Assurant's final response letter seems to have confused itself and the policy terms saying it doesn't repair scratches. That was completely irrelevant when on balance it is more than likely that the screen Assurant used to repair Mr B's phone had those scratches in the first place.

Like the investigator, I think Assurant should have offered to reinspect the phone before dismissing Mr B's concerns in the way it did. Therefore I consider it should now replace the screen on Mr B's phone consequently, subject to Mr B agreeing.

I also agree with the investigator that given Mr B has had to use this phone with the extent of these scratches that this has caused him some distress and frustration. Therefore I think compensation is payable. I consider the amount suggested by the investigator of £100 is reasonable and fair in the light of our approach to compensation which is more fully detailed on our website.

### **My final decision**

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require Assurant General Insurance Limited to do the following:

- With Mr B's agreement, replace the screen on his phone in line with the policy terms which do allow refurbished parts to be used, taking care to ensure there are no scratches on the replacement screen.

Pay Mr B the sum of £100 compensation by way of apology for the trouble and upset it caused him

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 February 2026.

Rona Doyle  
**Ombudsman**