

## The complaint

Mr and Mrs W are unhappy with how Assurant General Insurance Limited (Assurant) has dealt with a mobile phone insurance claim.

## What happened

Mr and Mrs W have mobile phone insurance alongside their current account. Assurant is the underwriter, and the insurance provides cover for loss, theft and accidental damage to mobile devices, subject to the terms and conditions of the policy.

In July 2025, Mrs W contacted Assurant to her mobile phone as the front and back of the device were smashed. The device was repaired as part of the claims process at a local store by an authorised repair partner.

In August 2025, around three weeks after the repair, Mrs W contacted Assurant again to report that the device had stopped working due to water damage. Assurant said that a new claim would need to be made to address the water damage as it's considered to be a separate incident as water damage wasn't covered under the repair warranty.

Mr and Mrs W made a complaint to Assurant. It maintained its position and said water damage isn't covered under the warranty of the repair or covered by the manufacturer's warranty. And as water damage was caused to the device, a new claim and excess payment would be required to proceed with the repairs.

Unhappy Mr and Mrs W brought their complaint to this service. Our investigator didn't uphold the complaint. She didn't think Assurant has treated Mr and Mrs W unfairly in requiring the water damage claim to be a new one and apply a new excess.

Mr and Mrs W disagreed and asked or the complaint to be referred to an ombudsman. So, it's been passed 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the available evidence, to decide whether I think Assurant handled Mr and Mrs W's claim fairly.

The key issue in dispute here is that Mr and Mrs W say the initial repair was expected to return the device to its manufacturer's standard and there's no evidence that this was done. They say the application of the second excess is therefore unfair and there's been inconsistency and confusion caused in its communication.

Having carefully considered everything, I won't be upholding this complaint. I'll explain why.

The device was repaired first in July 2025 by an authorised partner agreed by both parties. The repair was completed a week later.

I can see the authorised partner has confirmed that the screen was replaced, the rear camera was replaced, the adhesive seal around the screen was replaced and a full diagnostic test was conducted prior to returning the device to Mr and Mrs W. Assurant has confirmed the authorised partner is required to follow strict quality assurance protocols and there's no reason to doubt that the repair wasn't completed to the standards expected. The issue with the device involved a smashed front and rear screen. Having looked at the repair that was carried out, the confirmation of the work that was carried out by the authorised partner seem reasonable to me. And whilst a six-month warranty was provided by the repairer, this cover was for mechanical faults or breakdown directly related to the repair.

The second event happened approximately three weeks later. The device stopped working due to exposure to water near a poolside. Mrs W said the phone failed due to minor water exposure, which showed that the phone hadn't been restored to the specification required by the manufacturer. She says this omission by the authorised partner directly led to the failure of the device.

I've considered Mrs W's comments. However, I note the phone manufacturer's rating for water exposure isn't guaranteed and water resistance diminishes over time. The water resistance rating also refers to exposure to freshwater. It's also not in dispute that the phone was in working condition for three weeks until the water issue was reported. The manufacturer also advises against exposing devices to chlorinated or salt water. I can't see evidence that the phone wasn't repaired in July 2025 in line with the manufacturer's specifications and I'm satisfied the evidence shows the repair was carried by an approved repairer with assured quality standards.

Whilst I appreciate that Assurance said that a repair report could be obtained from the authorised partner, it later said this couldn't be provided. I understand this must have been frustrating. However, taking everything into account, I'm not persuaded that Assurant has unfairly informed Mr and Mrs W that a new claim would need to be registered or that a new excess would therefore be applicable. On balance, I think it's more likely than not that the water damage occurred due to a separate incident and wasn't directly related to any omissions by the repairer on the first claim.

I think the water damage would be considered a new and separate claim and so a new excess would be applicable in the circumstances of this complaint. It follows therefore that I don't require Assurant to do anything further.

### **My final decision**

For the reasons given above, I don't uphold Mr and Mrs W's complaint about Assurant General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 19 January 2026.

Nimisha Radia  
**Ombudsman**