

## The complaint

Ms S complains about how Assurant General Insurance Limited settled her claim under her mobile phone insurance.

## What happened

Ms S has mobile phone insurance through her bank account. She claimed for her phone which had a damaged 'porcelain' (white) matte glass finish back cover. Assurant accepted the claim and repaired and returned the phone. The repaired phone had an 'obsidian' (black) back cover. Ms S complained to Assurant that the colour of the back cover was different and it hadn't returned the original box she sent with the phone.

Assurant's final response letter to Ms S said the policy terms stated it couldn't guarantee to do a colour match. It also said the policy terms, and the checklist it provided when Ms S sent her phone, were clear she shouldn't send the box, if so the box wouldn't be returned.

Ms S then told Assurant she had accidentally dropped the phone into the bath and the phone was now water damaged. She complained that the phone was no longer water resistant. Assurant said it wouldn't repair the water damage under the phone's warranty which was now void.

Ms S complained to us. In summary she said:

- She wasn't told in advance that a non-matching non-genuine part would be used for the phone's repair and Assurant had downgraded her phone from a 'premium version' to a 'standard one' without asking her permission. She'd expected a 'like-for-like' repair or replacement phone.
- After the phone's repair it was damaged by water and as it should have been water resistant Assurant didn't seal the phone properly when repairing it.
- Assurant's repair had caused her financial loss, as the phone is now unusable, and significant stress. The bank told her it's Assurant's responsibility but Assurant won't put things right.
- She wants: a like for like replacement phone with the porcelain cover or the cash equivalent of its current replacement cost; the £75 excess refunded; compensation for her distress and inconvenience due to Assurant's poor service and being left without a properly working phone.

During our investigation Assurant said the phone was repaired in line with its standard process and the phone's manufacturer's guidance stated that the water resistance can be compromised due to wear and tear, repair, disassembly or damage to the device.

Our Investigator said there was no evidence to show Assurant acted unreasonably in relation to the repair of the phone. Assurant had said Ms S could raise a new claim for it to consider the water damage to the phone, which was fair.

Ms S disagrees and wants an Ombudsman's decision. She said:

- The replacement back cover wasn't equivalent as it was structurally different and less rigid than the original cover which could affect the pressure integrity required for water resistance.
- The water damage occurred after brief contact with water, far below what an IP68 waterproof phone should tolerate. She sent a recent photo which she said showed trapped moisture in the phone and that internal condensation not evaporating indicated a failed seal or improper reassembly.
- Assurant's refusal to cover the water damage under warranty is unfair when its poor repair caused the loss of water resistance. Assurant failed to provide a repair of reasonable quality under the Consumer Rights Act 2015 and failed to meet fair claims handling standards.

Our Investigator explained why she hadn't changed her mind. As there's no agreement between the parties the complaint has been referred to me to make a decision.

### **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.

As Assurant is the underwriter of the policy it, not Ms S' bank, is responsible for settling claims under the policy, subject to the policy terms.

Ms S considers that Assurant has acted contrary to the Consumer Rights Act 2015 and its regulatory requirements around claim handling. It's for the court to decide if a business has acted contrary to the law. But in considering what's fair and reasonable, I need to have regard to the relevant law and regulations, regulators' rules, guidance and standards, codes of practice and, where appropriate, what I consider to have been good industry practice at the relevant time.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down (or settle) claims unreasonably.

I've not considered the part of Ms S' original complaint to Assurant about it not returning the phone's original box as she hasn't complained to us about that matter. This decision is about whether Assurant acted fairly and reasonably when it repaired Ms S' phone.

The policy says that if Ms S' mobile phone is damaged or breaks down Assurant will repair or replace it. Under the heading 'What you need to know about the claims process' the policy states:

*'Repairs will be made using readily available parts, or we may provide remanufactured products. These may contain parts that are of similar or equivalent specification, and these may include unbranded parts. This policy is provided in addition to any manufacturer's warranty that applies to your mobile phone ("applicable manufacturer's warranty"). Nothing in this policy is intended to affect your rights under the applicable manufacturer's warranty or your statutory rights.'*

Elsewhere in the policy under the heading of 'Replacements' the policy says 'We will try to provide one of the same colour but cannot guarantee this'. That's in relation to the replacement of a phone but I think Assurant can reasonably consider it also relates to replacement parts.

The above are common terms in mobile phone insurance policies and they are clearly set out in the policy. Assurant told Ms S that it tries to match colour when completing repairs or providing a replacement but that wasn't possible for her phone. From looking at the information on the phone manufacturer's website there's no evidence that the obsidian cover isn't '*of similar or equivalent specification*' to the porcelain cover, apart from the colour which I don't think Assurant has to match.

So I think Assurant acted reasonably in replacing the back of the phone with the obsidian cover. I've seen no evidence to support that the obsidian cover on Ms S' phone was an unbranded part. But even if it was the policy is clear that replacement parts may be unbranded so Assurant wouldn't have acted unreasonably.

Ms S accidentally dropped the phone into water after it had been repaired and she believes the phone wasn't water resistant due to Assurant doing a poor quality repair. Assurant has provided evidence of information on the phone manufacturer's website that says:

*'Water resistance*

*Your phone is water resistant in accordance with the IP68 but it is not waterproof. Water resistance is not a permanent condition and may be compromised by normal wear and tear, repair, disassembly or damage. Do not expose your phone to liquids, which can cause a short circuit and overheating. The device charger and other accessories are not water resistant and should not be exposed to liquids.'*

The phone manufacturer's guidance is clear that the phone isn't waterproof, it's water resistant but that the '*water resistance is not a permanent condition and may be compromised by normal wear and tear, repair, disassembly or damage*'. So a repair or disassembly of the phone can compromise water resistance. The compromise doesn't have to mean that Assurant carried out a poor quality repair. I don't think Ms S has provided sufficient evidence to show the water damage was caused by Assurant's repair being of poor quality, even on the balance of probabilities.

On the evidence I have I'm satisfied Assurant reasonably repaired the phone. My view is Ms S hasn't shown Assurant acted contrary to the Consumer Rights Act 2015. There's no basis for me to say Assurant has to provide Ms S with a phone of the same make and model with a porcelain cover or the cash equivalent of its current replacement cost.

There's no basis for me to say Assurant has to repair the water damage to the phone under the warranty. If Ms S wishes to make a fresh claim for Assurant to consider she can do so and if the claim is successful she will need to pay a claim excess.

There's also no basis for me to tell Assurant to refund the excess for the repair this complaint is about. Ms S made a successful claim and the policy terms are clear she has to pay a claim excess for a successful claim.

It's frustrating for Ms S to have a phone which doesn't work properly but I only award compensation for distress and inconvenience when that's been caused by the unreasonable action of an insurer. Assurant hasn't acted unfairly or unreasonably and there's no basis for me to say it has to pay compensation to Ms S.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or

reject my decision before 15 May 2026.

Nicola Sisk  
**Ombudsman**