

## **complaint**

Miss C complains about the way Great Lakes dealt with a claim she made under the mobile phone insurance policy she held with it.

## **background**

Miss C made an accidental damage claim under her mobile phone insurance and her phone was sent off to be repaired.

When Miss C's phone was returned to her she had further problems with it, and it was returned to Great Lakes a second time. When Great Lakes received Miss C's phone it told Miss C it couldn't assess the damage under the same claim as the phone had further physical damage present that wasn't on the phone after the first repair. It therefore asked Miss C to pay a second policy excess.

Miss C says that the damage must have been caused by Great Lakes but agreed to pay the excess to get her phone assessed.

Great Lakes assessed Miss C's phone and found that it wasn't possible to repair, so it provided a new replacement phone to Miss C, but Miss C has continued to have similar problems with the new phone.

Great Lakes has explained to Miss C that as it's a new phone she should either contact the manufacturer directly to deal with the issue under its warranty or return it to them so they can send it off to the manufacturer for her.

In my provisional decision sent on 2 December 2019 I explained why I didn't think this complaint should be upheld. I said:

*'When Miss C claimed on her insurance it was for damage that had occurred as a result of an accident. Great Lakes has explained that the repair it carried out to Miss C's phone included the replacement of the back cover, and that when Miss C experienced further problems with the phone it sent her protective packaging so it could be returned to them for further inspection.*

*Upon receipt of Miss C's phone Great Lakes didn't notice any damage to the packaging but when it assessed the phone there was a crack in the newly replaced back cover.*

*I appreciate it isn't possible to know exactly how the damage occurred to the back of Miss C's phone when it was returned to Great Lakes but I think, considering the packaging used, that on balance the damage was not caused by Great Lakes. So, as it's likely Miss C's phone sustained further damage after her first claim, I think it's fair that Great Lakes requested a second excess payment before it assessed the issues she was having with her phone.*

*Great Lakes replaced Miss C's phone with a new phone came with a manufacturer warranty, and I think it acted reasonably in saying any issues experienced with the new phone should be dealt with under the manufacturer warranty. There are often benefits of having devices repaired directly with the manufacturer and it is likely the manufacturer warranty would become void if a third party carried out a repair on the phone. Great Lakes has also offered to pass on the phone to the manufacturer if Miss C doesn't want to contact them directly.'*

**my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. But as neither side responded with anything further for me to consider I see no reason to come to a different decision to that explained above.

**my final decision**

Based on what I've said above and in my provisional decision I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 31 January 2020.

Terry Woodham  
**ombudsman**