

The complaint

Mr M has complained that Assurant General Insurance Limited (Assurant) didn't fix his mobile phone properly when it undertook a repair under his mobile phone insurance policy.

What happened

Mr M has insurance for his mobile phone with Assurant through his bank. On 27 December 2022 he made a claim under his policy when his phone was damaged. He paid a £75 policy excess, and the phone was sent away for repair on 13 January 2023. The repaired phone was returned to him on 16 January 2023.

On 14 June 2023, Mr M noticed that cracks had appeared on the screen. He assumed that the replacement screen was faulty, so he contacted Assurant. He says he was met with hostility and rudeness and that he was told that damage to his phone isn't covered under warranty and that he'd have to make a new claim. He says he had to buy a spare phone and is also continuing to pay £83 a month for a phone he can't use.

He wants Assurant to repair his phone to an acceptable standard and to be reimbursed for the spare phone he had to buy. He also wants compensation for the poor service he's received and the stress he says he's suffered.

In its final response to Mr M's complaint, Assurant told Mr M that when a repair is conducted, a six month warranty is provided, but if the phone is damaged, the warranty is voided.

Mr M brought a complaint to this service. Our investigator's view was that Assurant's warranty covers only mechanical and electrical failures and doesn't cover damage and that Assurant had acted fairly in declining to repair his screen under warranty. He advised Mr M that Assurant could look at the new damage but he would have to make a new claim and pay another excess.

Mr M has said he'd like his complaint referred to an ombudsman. It's therefore been passed to me for a review and a final decision from this service.

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 Mr M's complaint and I'll explain why. When Assurant returned Mr M's phone in January 2023 after the initial repair, Mr M would've received details of the warranty applicable to repairs undertaken by Assurant. This states that the warranty only covers mechanical and electrical failure for 180 days. It doesn't cover damage to screens.

Mr M has said that the damage to the screen was no fault of his and occurred through normal use. I understand his view to be that Assurant's initial repair wasn't done properly and it should be put right without him having to pay another excess.

Assurant has said that the phone went through its usual process which involves 61 quality control checks before being returned to him. In my view, if the screen had been faulty, or poorly fitted, it is more likely than not that this would've become apparent much sooner than it did. I don't consider there is sufficient evidence to support a case that the cracked screen was attributable to fault on Assurant's part or that the repair wasn't to an acceptable standard.

I'm therefore unable to find that Assurant has done anything wrong. It has offered to undertake a repair under Mr M's policy, but this will require the payment of another excess.

My final decision

For the reasons I've given above, I'm not upholding Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 17 November 2023.

Nigel Bremner
Ombudsman