

## **The complaint**

Mr P complains that when Assurant General Insurance Limited repaired his phone following a claim on his mobile phone insurance policy, it wasn't returned to him in the same condition and this led to further damage to his phone.

Where I refer to Assurant, this includes its agents and claims handlers acting on its behalf.

## **What happened**

In June 2023 Mr P made a claim on his insurance after his phone was damaged. Assurant arranged for it to be repaired and returned to him. Assurant provided a six month warranty for the repaired phone.

In September 2023 Mr P contacted Assurant again, saying his phone had got wet when he was riding his motorbike while it was raining and wasn't working.

Assurant said if the phone was damaged, that wouldn't be covered by the warranty and Mr P would need to make a new claim on his policy and pay another excess if he wanted the phone to be repaired again.

Mr P said he shouldn't have to make a new claim and pay an excess. He complained that when Assurant carried out the repair in June 2023, it hadn't sealed his phone properly and that was why it had now suffered water damage.

Assurant didn't uphold Mr P's complaint and said he would need to make a new claim. When he referred the complaint to this Service, our investigator didn't think Assurant had done anything wrong. He said Mr P hadn't provided any evidence showing the phone had not been sealed properly. So Mr P has requested an ombudsman's 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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and appropriate information on its progress; and not unreasonably reject a claim. They should settle claims promptly once settlement terms are agreed.

The policy provides cover for Mr P's phone and it was repaired following the claim in June 2023. Where a claim is settled the settlement should put the customer, as far as possible, back in the position they were in before the loss or damage. So the phone should have the same features and work correctly. The issue here is whether, as Mr P claims, Assurant didn't do this because when the phone was returned to him it was no longer waterproof.

Assurant has provided details of the repairs done and of the checks carried out before the phone was returned to Mr P. This evidence shows, on the face of it, that Assurant carried out

the previous repair in a reasonable way and returned the phone in good working order. So If Mr P says there's a problem caused by the way the repairs were done, the onus is on him to provide some evidence of this.

I appreciate Mr P says something must be wrong with the way the repairs were done because the phone was no longer waterproof. But he hasn't provided any evidence to confirm this.

I've considered information from the phone manufacturer. This does show that the type of phone Mr P has would meet the relevant standard for being water resistant. But even phones with this rating are not waterproof. The manufacturer's information says the phone "is not impervious to dust and water damage in any situation." And if the phone is dropped or receives an impact it may no longer be water resistant.

Bearing in mind it was around three months between the repair being done and the later incident, it's difficult to say why it suffered problems in September 2023. It's possible it was due to the way the repairs were done. But it could equally have been something else. Even if the phone met the standards for water resistance, those tests are done in a controlled environment. It may be that the particular weather conditions meant water could get into the phone due to the force of the wind when driving. The phone might have received an impact at some point in the intervening months. Or there could have been some other reason for the problems Mr P experienced with the phone.

From the information I have, I can't say what happened. I don't have evidence showing the problems were due to water getting into his phone as a result of it not being sealed properly three months earlier.

I appreciate it was very frustrating for Mr P to have problems with his phone and he's explained the impact on him, especially because of the reasons why he needs to have a working phone. But in these circumstances I don't think it was unfair for Assurant to say Mr P should make a further claim on his policy.

### **My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 31 January 2024.

Peter Whiteley  
**Ombudsman**