

The complaint

Ms B is unhappy that Assurant General Insurance Limited (Assurant) has declined to repair her laptop under her gadget insurance policy.

Where I've referred to Assurant, this also includes any actions carried out by agents acting on behalf of Assurant.

What happened

Ms B has a packaged bank account which comes with gadget insurance underwritten by Assurant.

In May 2023 Ms B's laptop developed an issue and a claim was made to Assurant. Repairs were carried out and the laptop was returned to Ms B.

The following month, Ms B contacted Assurant to say her laptop again wasn't working. Assurant inspected the laptop to consider whether the previous repairs had failed and whether they were covered under the repair warranty.

Assurant determined that there was water damage to the laptop, so there wasn't a failed repair covered by the repair warranty. Instead, they said a new claim would need to be made for the damage. However, as Ms B had already had two claims in the previous 12 months, Assurant declined to provide any further assistance or repairs.

Ms B was unhappy with Assurant and approached this service.

One of our investigators looked into things but he didn't uphold the complaint. He didn't think Assurant had acted unfairly by saying it would be a new claim rather than failed repair. And as Ms B had already had two claims in the last 12 months, he didn't think Assurant had acted unfairly by declining to do anything further.

Ms B didn't agree and asked for a final decision from an ombudsman.

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, and whilst I appreciate it will come as a disappointment to Ms B, I've reached the same outcome as our investigator.

Following a claim being made in May 2023, Ms B's laptop was repaired, checked to be working and returned to her. In June 2023, Ms B reported further issues with her laptop.

Assurant inspected the laptop to see if the previous repair had failed, and whether it would be covered under the repair warranty. However, they detected water damage to the laptop. This wasn't identified during May 2023 when the laptop was repaired and returned to Ms B, so it was determined to be a new issue, and not a failed repair.

I don't think Assurant acted unfairly by not considering this under the failed repair warranty. This is because it was a new separate issue, unrelated to the previous claim and repair. Whilst I recognise Ms B says she isn't sure how it could have been water damaged, it isn't for Assurant to determine how it happened. Instead, they considered whether the issue was related to the previous claim and repair, and as it wasn't, they didn't cover it as a failed repair.

Assurant said Ms B would need to make a separate claim for this. And that isn't unreasonable if it wasn't a failed repair or covered under the repair warranty.

However, Ms B's policy terms advise:

"There is a limit to the number of successful claims that can be made on this policy in any 12-month period. This amount is:

- 2 claims for mobile phones
- AND
- 2 claims for any gadgets

Each of these limits are separate. This means you can have 2 successful claims on mobiles phones and 2 successful claims on other devices in any 12-month period.

Once you've made 2 claims in any 12-month period, you can't make any more claims for either mobile phone or gadgets, depending on which limit you reached. This means any more incidents that happen within that 12-month period before the anniversary of the first claim can't be claimed for.

For example, you make a successful claim on a mobile phone on 1st March, and a second successful claim on 1st June. You now can't make any more mobile phone claims against this policy for incidents that happen before 1st March. You would still be able to make claims for any gadgets in that 12-month period."

Before the May 2023 claim, Ms B also had a successful claim for her laptop in November 2022. So, Ms B had already had two claims in the previous 12 months. As the policy only covers two claims in a 12-month period, and Ms B had already had this, I don't think Assurant acted unfairly by declining to provide any further repairs or assistance.

My final decision

It's my final decision that I don't uphold this complaint.

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

Callum Milne
Ombudsman