

The complaint

Mr J complains about how Assurant General Insurance Limited ('Assurant') responded to his mobile phone insurance claim.

Assurant are the underwriters (insurers) of this policy. Some of this complaint concerns the actions of their appointed agents (the repairer). As Assurant accept they are accountable for the actions of their agents, in my decision, any reference to Assurant should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr J and Assurant. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr J had a mobile phone insurance policy with Assurant. On 25 September 2023, he made a claim for accidental damage and the claim was accepted. On 24 October 2023, Mr J contacted Assurant as he was unhappy with the repairs. Specifically, he was unhappy that unbranded parts had been used, the battery was poor and he says this affected the trade in value of the phone.

Mr J raised a complaint and said he wouldn't have paid the policy excess (£75) had he known that non-manufacturer parts would be used. He says he's been penalised by £50 when trading in his phone because of the parts used and had he known the end result - he'd have been better off trading in the damaged phone or using an alternative repairer. He wanted Assurant to reimburse him £125.

Assurant didn't uphold the complaint and as Mr J remained unhappy, he referred it to our Service for an independent review. Our Investigator didn't recommend that the complaint be upheld and as Mr J didn't accept, the complaint has now been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

My decision will only consider if Assurant dealt with the claim in line with the policy terms. I'll also consider the overall service offered when responding to this claim. Our Investigator has let Mr J know that if he is unhappy about how the policy was sold he would need to first register a new complaint about this before our Service could potentially consider that complaint.

Although Mr J is unhappy about the parts used for the repair, I'm satisfied that the policy terms allow for non-manufacturer parts to be used. In addition, it isn't at all unusual for this to happen under a phone repair claim with this type of insurance policy. Generally, repairs carried out (outside a contract of insurance) through a phone manufacturer or an approved official repairer would be more expensive than a repair such as Mr J's though Assurant's appointed repairer.

Mr J has alleged that the repairs weren't of a satisfactory standard. Assurant have said that a warranty was provided with the repair, but Mr J had traded in the phone before they had an opportunity to review the phone again. I've weighed this up against Mr J's testimony in his complaint form where he has said he chose to trade the phone in after being told he'd need to bring it into a repairer 25 miles away. Regardless of the sequence of events, I'm satisfied that when made aware of a potential issue with the repair, Assurant responded with an offer to look at the phone again. If Mr J chose not to because either 1- he had already traded the phone in or 2- he didn't want the travel and financial cost, that was his own decision and not something I hold Assurant responsible for.

Therefore, in the absence of sufficiently supportive evidence, I don't fairly conclude, on balance that the repairs weren't of satisfactory quality or that Assurant have done anything wrong on this point. I've also noted that Mr J seemingly didn't raise any issue with the repairs until a few weeks after he'd received the phone back. This leaves open the possibility that the issues he was experiencing weren't related to the repair. This point isn't material to the outcome I've reached.

Mr J is unhappy with having paid the policy excess of £75. But under the policy terms, it was the first part of any claim that needed to be paid for a claim to progress. Mr J has had the benefit of a repair under this policy as a result of paying the excess.

Mr J also argues that the repair/parts used lowered the phone's trade in value. The intention of this policy was to allow for a repair and wasn't intended to compensate for "*loss of opportunity*" or "*similar losses*". Instead, it provided cover for loss, theft, damage or breakdown.

Finally, I note that Mr J expressed dissatisfaction with the service provided by Assurant/their agents. I acknowledge there was a brief delay at the start of the claim and Mr J expected a call back. Whilst this will have been disappointing, I don't find the service was poor to the extent that compensation is warranted.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 17 May 2024.

Daniel O'Shea
Ombudsman