

The complaint

Mr S complains that Assurant General Insurance Limited has refused to fix his mobile phone under the warranty following a repair.

Any reference to Assurant also relates to its agents.

What happened

Mr S has a mobile phone insurance policy through his bank account. The insurance is provided by Assurant.

He made a claim under the policy for a fault to his phone and repairs were completed by a local repairer for Assurant. Mr S then said that the lens window fell out of the back of the phone. He told us that he contacted the repairer and was advised this wasn't covered by any warranty. Mr S then found the lens window and fixed it back into place himself using glue, but this has caused a problem with the camera.

Sometime later, Mr S says he was told there was a warranty for the repairs that had been completed previously. He complained to Assurant and said he had been given incorrect advice in the first place and his phone should now be repaired under the warranty - but it refused. It said that there wasn't any evidence to show that he had been given incorrect advice. And it said that as he had fixed the phone himself, this invalidated the warranty and the cover.

Unhappy with this outcome Mr S made a complaint to Assurant and then brought the complaint to this service. Our investigator looked into the matter but didn't uphold the complaint. She found that Assurant's records showed conversations took place about the warranty on the battery in the phone but not in relation to the repairs that had been completed previously. And as Mr S had attempted to fix it himself, this would cause the warranty to become void.

Mr S disagreed with our investigator's view. As no agreement could be reached, the matter has been passed to me to decide.

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.

It is important to point out that we are an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of this complaint rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr S. Rather it reflects the informal nature of our service, its remit and my role in it.

Mr S has attempted to repair the phone himself, using glue to fix a part. Unfortunately, this hasn't worked and has created another issue. As a result, Assurant has said that this would invalidate any warranty on the previous repair and has declined to cover the cost to fix it.

Mr S has said that he was incorrectly told by Assurant's repairer that the warranty didn't cover this issue. Assurant says there isn't any evidence to support this. It has asked the repairer about the conversations held with Mr S and it has confirmed that there was a discussion about the warranty for phone batteries, which would be limited, but it says it didn't discuss the warranty regarding the repairs that had taken place previously.

I've thought about this carefully. My role is to weigh up the evidence to decide on balance, what is a fair and reasonable outcome. And this can be difficult when the only information available is from recollections of what was said – rather than call recordings or similar evidence. So I can't know for certain what conversations took place or what Mr S was told. I must therefore consider which account I find more persuasive, based on the information provided.

Mr S has told us he was advised the part wouldn't be covered under the guarantee. Assurant has been able to provide testimony from the repairer that confirms conversations did take place about warranties, but it referred to the limitations in relation to consumables, such as batteries. So whilst both testimonies confirm that conversations took place about the subject of a warranty, Assurant has been able to provide more detail about what was discussed. On the balance of probabilities, when taking into account the information that is available, I'm persuaded it's more likely that Mr S wasn't given incorrect advice by Assurant about the warranty on the work that had been done.

But even if Mr S had been incorrectly advised about the warranty (which as I've explained above, I'm not persuaded is the case), Mr S has attempted to fix the problem himself, as opposed to arranging for this to be completed by an authorised repairer. This attempt to fix the phone has now caused a further problem. Had he arranged for this to be repaired by an authorised phone repairer, it is unlikely this would have happened. In the circumstances, I don't think it is unfair or unreasonable for Assurant to refuse to consider the cost to repair the phone under the warranty now that it has been tampered with, and further issues have arisen as a result.

Taking into account all of the above, I'm satisfied that Assurant has acted reasonably by refusing to repair Mr S's phone under the warranty. I don't require it to do anything more.

My final decision

I'm sorry to disappoint Mr S but as I've explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 August 2025.

Jenny Giles
Ombudsman