

The complaint

Mr W is unhappy that Assurant General Insurance Limited haven't agreed to repair his phone under warranty after it sustained further damage.

What happened

Mr W held mobile phone insurance with Assurant. In February 2025, his phone suffered water damage, so he made a claim. He sent the phone to Assurant, who repaired it and sent it back to Mr W.

Around 10 days later, Mr W contacted Assurant because he was experiencing problems with the screen and flash. Assurant agreed to look at the phone under warranty and arranged for a courier to deliver it. Mr W dropped the phone off with the courier around five days later. But when Assurant received and inspected the phone, they found a hairline crack in the screen. They told Mr W that because of this the warranty was no longer valid. They said he'd need to make a new claim and pay his excess again, or they'd return the phone to him unrepai

red. Mr W complained. He said the phone must have been damaged while in transit with the courier who was acting as Assurant's agent. Assurant didn't uphold the complaint. They said they'd repaired the phone and offered a warranty, but as it had suffered further damage the warranty was no longer valid. They said they couldn't confirm whether any faults were due to this further damage, and they maintained that Mr W would need to make a new claim and pay another excess if he wanted the phone repaired.

Mr W didn't think this was fair so referred the complaint to our Service. He later told us he was experiencing more issues with the phone and had obtained a report from the manufacturer's repairer suggesting the screen wasn't genuine and the repair was poor.

Our investigator considered the complaint. He didn't think there was enough evidence to show the courier had cracked the screen and he didn't think it was unfair for Assurant to ask Mr W to make a new claim. He also said the new issues raised in the manufacturer's report arose after Assurant's final response to the current complaint, so they fell outside of this investigation and would need to be raised separately with Assurant.

Mr W didn't agree with our investigator's view of how the damage occurred. He felt strongly that it must have been caused by Assurant's courier, and he didn't think it was fair to place the burden of proof on him to show the phone was undamaged when it was posted.

As Mr W didn't agree, the complaint has been passed to me to make 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.

I know this outcome will be disappointing for Mr W, and I don't underestimate how frustrating this situation has been for him. But having carefully considered the evidence, I'm not

persuaded Assurant have acted unfairly, so I've decided not to uphold the complaint for broadly the same reasons as our investigator. I've explained my decision below, focusing on the points and evidence I consider most relevant.

Mr W strongly believes his phone was damaged while in the courier's possession. He says it was intact when he posted it, so the damage must have occurred in transit. Assurant say the phone reached them already damaged, which meant their warranty no longer applied.

I think it's fair that Assurant remain responsible for the phone while it was in their courier's possession, as the courier was acting on Assurant's behalf. So, the key question I've had to decide is whether the phone was more likely damaged after Mr W dropped it off with the courier, rather than before.

I've considered the available evidence of the phone's condition. When Assurant returned the phone to Mr W on 10 February 2025 there was no mention of a cracked screen. Mr W contacted Assurant on 20 February, and he's provided a photo of the phone that he says he took at that time. Mr W hasn't been able to confirm when he took this. But, even so, I found it too blurry and unclear to show whether the thin hairline crack was present or not. And even if it was clearer, the phone wasn't posted for another five days.

The courier's records show Mr W sent the phone on 25 February and Assurant received it on 28 February, noting the crack right away. Mr W has provided photos of the packaging he says he used, but these don't show the condition of the phone when it was posted.

Assurant have also noted the phone was in Mr W's possession for several days between 10 and 25 February and only in the courier's possession for three.

The key issue, in my view, is that there isn't any clear evidence to show the phone was intact when it was handed to the courier. So, I don't think it would be fair for me to conclude that it's somehow more likely that the courier caused the damage without convincing evidence to show this.

I recognise Mr W's frustration at being asked to show the phone was undamaged, but it was in his possession and control. Assurant received a damaged phone and wouldn't have been able to verify its condition prior to it arriving with them. Only Mr W could do that. So, I don't think it's unfair for the burden of proof to lay with Mr W.

In all, I can't conclude, on balance, that Assurant or their courier caused the damage – so, I can't fairly hold Assurant responsible.

I've thought about whether Assurant should have repaired the phone anyway given Mr W said the first repair was faulty. But once the phone arrived with significant damage, I think it was fair for Assurant to discontinue the warranty repair because it would likely be difficult to separate any existing faults from those caused when the phone was damaged. So, I think Assurant acted fairly in saying the warranty was invalid and Mr W would need to make a new claim.

I understand why Mr W feels strongly about the matter given the problems he's had. But I think Assurant's response to the complaint was fair and reasonable, so, I'm not asking Assurant to do anything further to resolve the matter.

Mr W has said he's raised a new complaint to Assurant about the findings of the manufacturer's report and more recent issues with the phone. If Mr W is unhappy with Assurant's response, he would be able to refer that complaint to our Service to review. But I

agree with our investigator that those issues are outside the scope of this complaint, and I make no finding on them.

My final decision

For the reasons I've given, I do not uphold Mr W's complaint about Assurant General Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 27 October 2025.

Chris Woolaway
Ombudsman