

The complaint

Mr E has complained about how Assurant settled a claim under his mobile phone insurance policy.

What happened

Mr E made a claim when his phone was damaged. Assurant repaired the phone and returned it to Mr E. The repair included a 180-day repair warranty. About nine months later, Mr E contacted Assurant to report pixel issues and that part of his phone screen was permanently black. Assurant said Mr E would need to make a new claim because the 180-day warranty had expired.

When Mr E complained, Assurant maintained its position that Mr E would need to make a new claim. It said the phone was quality checked before it was returned to Mr E and the six-month warranty had expired.

Mr E complained to this Service. Our Investigator didn't uphold the complaint. She said Assurant had acted in line with the policy terms and didn't need to carry out a repair under the repair warranty.

As Mr E didn't agree, the complaint was referred to me.

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, I don't uphold this complaint. I will explain why.

I should note that I'm only able to look at the issue that was complained about and that Assurant responded to on 6 February 2025. I'm aware that after this date Mr E continued to correspond with Assurant and he had also raised concerns about the impact of his claim on the manufacturer's warranty. However, those issues don't form part of this complaint and Mr E would need to make a new complaint to Assurant, if he remains concerned about them.

Assurant repaired Mr E's phone and carried out quality checks on the device, all of which it passed. The phone was then returned to Mr E. The repair came with a 180-day, or about six months, repair warranty. This meant Mr E had until mid-November 2024 to raise any concerns about the repair. This covered any mechanical or electrical faults with the device that were the result of manufacturing faults or defects. Mr E contacted Assurant on 6 February 2025. So, about nine months later. The warranty had expired by this time.

I'm aware Mr E has said the 180-day warranty wasn't part of the policy terms and conditions. So, he has questioned how he can be bound by the 180-day time limit. He also said Assurant responded to his complaint so quickly that this prevented him from providing any additional evidence. I have thought about what happened, including taking these issues into account.

Mr E seems to be suggesting that Assurant providing a time limited warranty is out of line with the policy terms and that he is being treated unfairly as a result. However, I don't agree that is the case. I think the policy terms are clear. These explained that a policyholder is required to make a claim and must pay an excess for each claim. From what I can see, the warranty explains there is a six-month period immediately following a repair where almost any electrical and mechanical repairs, not just those directly related to the original reason for the repair, will instead be dealt with under the warranty and without an excess to pay. So, I think it's fair for me to say that is an additional benefit following a repair, rather than an attempt by Assurant to reduce what a policyholder is entitled to.

Assurant put a time limit on the period for which it would cover electrical or mechanical faults under the warranty. From what I can see, without that time limit, a policyholder might never need to make a new claim or pay an excess again after the first claim for a device. A policyholder, instead, could just make a claim under the warranty. Assurant has decided six months is a reasonable time limit for the warranty, which it's entitled to do, and I don't think I have reason to say that is unfair.

I also haven't seen evidence to show the issue Mr E had with his phone screen nine months later was directly connected to the original repair. So, I don't think I have reason to say Assurant didn't carry out a lasting and effective repair. I'm aware Mr E has said Assurant responded to his complaint so promptly that he wasn't able to gather all the evidence. The complaint was about not being able to make a claim under the 180-day warranty. Assurant addressed this issue. If Assurant assessed it had enough information to respond very promptly, it was able to do so. I've also looked at the additional information and comments Mr E provided following the complaint response being issued. I didn't see anything that suggested Mr E was prevented from providing new information or raising another complaint about broader issues if he wished to do so.

Based on what I've seen, I don't uphold this complaint. I think it was reasonable for Assurant to say it wouldn't deal with the fault with the phone under the 180-day warranty.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 23 March 2026.

Louise O'Sullivan
Ombudsman