

The complaint

Mr M is unhappy that Assurant General Insurance Limited (Assurant) has declined to continue a previous claim. He's also unhappy that it said a new claim must be made and so another excess would apply.

What happened

Mr M has a mobile phone insurance policy alongside his bank current account, which provides cover for loss, theft and accidental damage. The policy is underwritten by Assurant.

In September 2024, Mr M submitted a claim for a damaged mobile phone.

Assurant accepted the claim, and the phone was repaired and returned to Mr M. Mr M said the phone still had multiple issues and therefore contacted Assurant to report these. It asked Mr M to return the phone for inspection, but Mr M said he couldn't return it.

In June 2025, Mr M contacted Assurant as the phone had further issues. He told Assurant that he couldn't return the phone following the repair in September 2024 as his wife needed it for work and relied on it. So, they continued using it and he explained that over time, the phone became unusable. Assurant said Mr M needed to start a new claim and pay a new excess as the six-month warranty had expired.

Mr M made a complaint to Assurant as he didn't think it was fair to start a new claim and that he needed to pay another excess. He said he'd made Assurant aware of the issues as soon as he received the phone back in September 2024 when the original issue wasn't resolved. So, the phone should be repaired under the same initial claim.

Assurant issued a final response and maintained its position that it had treated Mr M fairly in dealing with the claim. It said Mr M has been correctly advised that the warranty period had ended so a new claim would be required, and a new excess would apply.

Unhappy Mr M brought his complaint to this service. Our investigator didn't uphold the complaint. She didn't think Assurant had treated Mr M unfairly.

Mr M disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed 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.

The relevant regulator's rules say that insurers mustn't turn down claims unreasonably. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the available evidence, to decide whether I think Assurant handled Mr M's claim fairly.

Mr M says the current faults on the phone are a continuation of the faults from

September 2024. These issues weren't new but related. He doesn't think therefore that it's reasonable for Assurant to ask him to open a new claim and pay another £100 excess.

The key issue here is that when the phone was returned after the repair, even though Assurant asked Mr M to return the phone when he had the further issues, this wasn't done. A six-month warranty was provided following the repair and Assurant said the issues would have been investigated had Mr M returned the phone within the six-month warranty. Assurance had the responsibility conditions to repair the phone due to the warranty being in place. However, Mr M didn't return it.

Mr M then contacted Assurant in May/June 2025 to inform it that the phone still had issues. But Assurant didn't get the chance to investigate the issues whilst the warranty was in place. I also note, at this point, Mr M reported different issues such as a '*blurry camera, an issue with the flash/torch and an issue with the speaker*'. I don't think therefore it was unreasonable for Assurant to ask for the phone to be returned so it could carry out an investigation.

Based on what happened, I'm not persuaded that Assurant has incorrectly informed Mr M that a new claim would need to be submitted. This is because the six-month warranty expired and Mr M has reported further issues which Assurant didn't get a chance to investigate within that period. I don't think it's fair or reasonable to investigate the issues with the phone under the previous claim and as if the six-month warranty hadn't expired. I also can't see from the information available that Assurant declined to investigate the issues following the repair.

Mr M says he had to spend a significant amount to purchase a new phone as the original phone was switching off every few seconds. This has caused a huge financial hardship. He says this is a cost he doesn't think he should have had to bear. I understand the issues have led to him having to buy a new phone. But having looked at everything, had Mr M returned the phone within the required time limit, the phone would most likely have been repaired by Assurant. It didn't decline the claim; it asked Mr M to return the phone for investigation. Whilst I'm sorry this has placed a financial burden on Mr M, but I can't make Assurant responsible for this.

I note Mr M's comments that other cases which have been brought to this service have gone in favour of the consumer. Our role is to look at the individual merits of each so I can't comment about what's happened on those cases or why cases have gone one way or the other.

I also understand Mr M's reasons for not having returned the phone, but I can't make Assurant responsible for this either. From what I can see, Assurant followed the process as required by the policy.

Overall, I don't think Mr M has been treated unfairly and I'm not persuaded that there's clear evidence to support the issues reported in May/June 2025 are linked to the initial damage or to the repairs carried out in September 2024. It follows therefore that I don't require Assurant to do anything further.

If Mr M would still like to have the phone repaired, he will need to submit a new claim to Assurant. This will be subject to the terms and conditions of the policy where it's likely a new excess would apply.

My final decision

For the reasons given above, I don't uphold Mr M's complaint about Assurant General

Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 February 2026.

Nimisha Radia
Ombudsman