

The complaint

Miss A's complained that, after she'd made a claim on her mobile phone insurance, Assurant General Insurance Limited returned her phone to her with new damage.

What happened

Miss A damaged her mobile phone. So she made a claim to Assurant. Assurant arranged for her phone to be repaired and returned it to her a few days later, with their courier leaving it at a collection point for Miss A to collect.

Miss A collected her package the same day but says she didn't open it until the following evening. The camera lens was damaged. So the following day, she reported this to Assurant. Assurant asked her to send them photos, which Miss A did. And she returned the phone to the repair centre.

Having inspected the damage, Assurant confirmed the damage would void the warranty on the repair that had been done. Miss A wasn't happy with Assurant's decision and made a complaint about this. And she said she'd received the phone from Assurant with a damaged lens.

Assurant didn't uphold the complaint. In their response, they said the warranty covered functional faults following a repair being made – not physical damage. And they couldn't say how the damage had been caused. But they noted Miss A had had the phone for two days before reporting it.

Miss A wasn't satisfied with Assurant's response and brought her complaint to the Financial Ombudsman Service. Our investigator didn't think Assurant needed to do any more to resolve the complaint. He requested evidence from them to show the condition of the phone when it left their repair centre. Assurant provided date stamped photos showing there was no damage to the lens. And he didn't think the photos provided by Miss A of the packaging showed damage consistent with the lens damage.

Miss A didn't agree with our investigator's view. So the matter's been passed to me to make a 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.

Having done that, I'm not upholding Miss A's complaint. I'll explain why.

It's clear from Miss A's comments on the investigator's view that she believes Assurant have breached the Consumer Rights Act 2015 – and that she wants a decision to that effect. But we're not a court. And I have no authority to decide whether anyone has broken the law. If Miss A wants a legal determination, she'll need to seek advice on how to pursue that through the courts.

What I can do is look at the evidence provided and decide what I think is the fairest way to resolve the complaint. I can only say that Assurant should do something more to resolve it if I'm satisfied they did something wrong.

I've considered the photos provided by both parties. Those provided by Assurant are date stamped with the date the phone was dispatched back to Miss A. I think it's reasonable to conclude from these that was the condition in which the phone left Assurant.

I've also considered the photos of the packaging provided by Miss A. These show a box containing a quantity of cardboard "cushioning" to protect the phone. The cushioning looks undented. A picture of the outside of the packaging does show some denting. But I'm not persuaded it shows the force that would have been needed to cause the damage to the lens.

So I can't be satisfied that Assurant either sent Miss A a damaged phone, or failed to package it appropriately. On that basis, it wouldn't be reasonable for me to say they're responsible for the broken lens – or that they need to do more to resolve Miss A's complaint.

My final decision

For the reasons I've explained, I'm not upholding Miss A's complaint about Assurant General Insurance Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 19 December 2025.

Helen Stacey
Ombudsman