

The complaint

Mr and Mrs L complain that Assurant General Insurance Limited (“AGI”) refused to replace Mrs L’s phone under the warranty cover.

For ease of reading, I’ll refer to Mrs L throughout my decision.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mrs L had mobile phone insurance through her bank account. The policy was underwritten by AGI. In April 2024, she claimed under the policy for theft of her phone. AGI accepted the claim and replaced the phone, including as standard a 12-month warranty for mechanical or electrical faults.

In March 2025, Mrs L reported that the phone screen and speaker/microphone were faulty, and she asked AGI to repair the phone under the warranty. AGI asked her to send the phone to it for investigation.

AGI contacted Mrs L to say that, on receipt of the phone, it found that the screen and casing had physical damage. Because of the physical damage, AGI said the warranty was no longer valid. However, it offered to fix the phone as a new claim under the policy on payment of the excess.

Mrs L complained. She said the phone wasn’t broken when she sent it, so she thought AGI ought to replace it under the warranty. She asked AGI to return the phone to her.

AGI issued a final response to Mrs L’s complaint in which it repeated its offer to repair the phone as a new claim upon payment of the policy excess. Unhappy with the response, Mrs L brought her complaint to us.

Our investigator didn’t think AGI had treated Mrs L fairly. She said AGI hadn’t raised any issues with the way Mrs L had packaged the phone, and she thought Mrs L would have, more likely than not, mentioned any physical damage when she reported the faults to AGI. Our investigator upheld Mrs L’s complaint and recommended that AGI should repair or replace the phone in line with the terms and conditions of the policy with no additional cost to Mrs L.

AGI didn’t agree. It said Mrs L reported faults with the screen, the phone was received with a cracked screen, and there was no evidence to show that the phone wasn’t damaged before she sent it.

I issued a provisional decision in November 2025 explaining that I was intending to not uphold Mrs L’s complaint.

provisional findings

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Mrs L made a claim under the 12-month warranty which was provided following a successful claim under her insurance policy.

I won't repeat the detail of the complaint. The matter is straightforward in that Mrs L said the phone wasn't damaged when she sent it, but AGI said the screen was cracked on receipt. Physical damage invalidated the warranty.

I asked Mrs L whether she had any evidence to show the condition of the phone when she packaged it to send to AGI. Unfortunately, she did not have any evidence to provide. Mrs L said that she packaged the phone in bubble wrap and a plastic envelope.

I asked AGI to provide details of the process it follows on receipt of a phone. AGI said it opens the package, photographs the phone, and sends it for inspection. When the package is opened and the phone is found to be damaged, AGI places it on hold because the warranty will be invalidated.

AGI didn't say there was anything wrong with the packaging, and Mrs L says she packaged it appropriately. Therefore, it's difficult to conclude that the phone was damaged in transit. Mrs L reported that the screen and speaker/microphone didn't work. Looking at the photo of the phone damage, the screen is cracked and the casing around the speaker/microphone is dented, such as that which might be seen when a phone is dropped. But Mrs L said it wasn't damaged when she sent it to AGI.

I've thought carefully about this and, while I realise Mrs L will be disappointed, I don't think AGI treated her unfairly. Whether or not it was damaged when Mrs L posted it, the phone was physically damaged when AGI received it. Mrs L was unable to provide any evidence of the phone's condition when she packaged it, and the photo AGI took on receipt shows it was broken. AGI confirmed that physical damage invalidates the warranty.

Turning to the warranty documentation, it says, "Please note that the warranty does not cover any defect which is found to be caused by damage [...] If this is found to be the case then you will need to log a new insurance claim".

So, based on the evidence, I think it was reasonable for AGI to decline a repair under the warranty.

AGI confirmed that the phone could be repaired under the insurance policy as a new claim, and offered to do so. However, Mrs L was unwilling to pay the excess for the repair because she believed it was covered under warranty. While I appreciate Mrs L would be frustrated with the situation, I think AGI's offer to repair the phone under the policy was a reasonable one and in line with the warranty details. And as any repair would be for physical damage, I see no reason why Mrs L would not be required to pay the policy excess.

In summary, in the absence of evidence showing the condition of the phone when Mrs L sent it to AGI for repair, currently I'm persuaded that AGI reasonably declined to repair it under the warranty.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Neither Mrs L nor AGI responded.

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.

As neither Mrs L nor AGI provided a direct response to my provisional decision, I've looked again at the evidence again.

It's worth noting that when Mrs L returned the phone, AGI had not provided the packaging. Therefore, it was Mrs L's responsibility to ensure that the phone was appropriately packaged to minimise the risk of damage in transit.

So, having considered the evidence again, I remain of the view that the outcome I proposed is fair and reasonable in the circumstances.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I don't uphold Mrs L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 5 January 2026.

Debra Vaughan
Ombudsman