

## The complaint

Ms W is unhappy that a broker Policy Administration Services T/A Phones 4u Care (PAS) won't refund her premiums for her mobile phone insurance policy. Ms W said she never wanted the policy.

## What happened

Ms W bought a mobile phone in a shop and along with the phone she bought a phone insurance policy. More recently Ms W noticed she was paying for this and thought it was to cover a washing machine. So, when she realised, she complained to PAS and asked for a refund for the policy. Ms W said she'd had mobile phone cover all along as an added extension to her bank account. As PAS wouldn't refund her, she brought her complaint to this service.

Our investigator didn't uphold the complaint. He said Ms W had signed a separate form for the insurance. He noted that the cover allowed for instore replacement, 24-hour delivery, damage and breakdown. Our investigator said it was noted on another form that Ms W did have some insurance cover through her bank account. He noted all the documentation was sent to Ms W along with annual details thereafter. Our investigator said PAS had acted reasonably and didn't need to refund the premiums.

## 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.

Ms W has said she never wanted cover and didn't agree to it. She's said she already had cover through her bank account before she took out the policy through PAS.

But the policy sales details show through the setting up of the direct debit, the registration form, and the separate form for the insurance policy that Ms W did take out such a cover when she bought a new phone. Some of the paperwork also notes that Ms W has some alternative cover through her bank account. It does seem as though the details were discussed, and Ms W still decided and went ahead with the policy purchase. All the details were sent to Ms W at the time including a certificate of insurance confirming the policy.

PAS also confirmed that later in the first year of the policy it sent an email to Ms W confirming that there had been a *"billing error where a payment had been missed, and that two payments would be taken in the next payment."* I think when getting this Ms W would be concerned and likely to raise questions about what she was paying for if she was in any doubt. But it seems as though the double payment was made, and the policy continued.

Added to this an annual email reminder was issued to Ms W confirming the insurance policy was still in place and the direct debit referring to phones 4u was still being taken.

Based on these details PAS said it didn't think it needed to refund Ms W the premiums. And I think it has acted reasonably. PAS can show the details of the sale process confirming

insurance was taken and at several points throughout the sale process Ms W has initialled the details to confirm agreement. It also confirms Ms W has some other insurance cover in place, it sent documentation at the start and throughout the lifetime of the policy and during that time Ms W had accepted a double charge when a payment was missed. So, I don't think PAS needs to take any further action.

### **My final decision**

I don't uphold this complaint.

I make no award against Policy Administration Services T/A Phones 4u Care

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 12 January 2021.

John Quinlan  
**Ombudsman**