

The complaint

Mr K has complained about AWP P&C AS's (AWP) handling of a claim on his mobile phone insurance policy.

Mr K's policy is branded in the name of the manufacturer of his phone. The policy says that in order to make a claim he should contact the manufacturer's representatives, which is what he did. But as AWP underwrites the policy it remains responsible for dealing with claims and responding to complaints about those. So, in this decision I will only refer to AWP, even where it was the manufacturer's representative that took the action referred to.

What happened

Mr K's phone needed repair. He says he was told it could be fixed the same day but when he visited the store he was told that wasn't the case and the repair would take around three weeks. Mr K said that as he is self-employed and has caring responsibilities he relies on his phone and couldn't afford to be without the use of it for that length of time. He complained. His phone was eventually repaired around 12 weeks after his initial visit to the store.

Mr K initially complained to us about the lender who'd provided the finance for the phone and the insurance policy. But he later also complained to AWP. One of our investigators looked into it. She asked AWP for information in order to do so, but AWP didn't reply. So our investigator issued her assessment of the complaint based on the limited information Mr K had provided. She said that she didn't think AWP had handled the matter fairly and recommended it pay Mr K £100 compensation for his distress and inconvenience.

AWP didn't reply to our investigator's assessment of the complaint so it's been passed to me to decide.

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'm going to uphold it.

As AWP didn't ever provide a substantive reply to our requests for information, my decision is based on the limited evidence Mr K has given to us. From that I can see it was around 12 weeks from when Mr K first asked AWP to repair his phone under the terms of the policy until it was successfully fixed, although my understanding is Mr K still had use of his phone during that period.

I note Mr K's policy doesn't give any guarantees about timeframes for repairs. But he was clearly very disappointed that it could not be fixed on the first visit to the store, and 12 weeks seems too long to have to wait for a repair. During that period Mr K's told us he had to travel to visit a mobile phone store twice. I don't think that was fair. So to put things right, I think

AWP should pay him £100 compensation to address his distress and inconvenience arising from the delays in handling his claim.

My final decision

For the reasons set out above I uphold this complaint. I require AWP P&C AS to pay Mr K £100 compensation to address his distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 4 April 2022.

Joe Scott
Ombudsman