

The complaint

Mr W says AWP P&C SA (AWP) has incorrectly attempted to charge him two excesses for a claim he's made on his mobile electronics protection plan.

Reference to AWP includes its agents.

What happened

Mr W bought a mobile electronics protection plan from an intermediary (S) which was underwritten by AWP. He made a claim online via S after he damaged his phone. Before he sent the phone for repair, he removed the phone cover and discovered further damage. So, he called S and he says he was told this would be accepted as all one claim.

However, the claim wasn't accepted as one claim. When S received the phone, it said there had been two separate incidents and it asked Mr W to pay two excesses.

Mr W was unhappy with this, so he brought a complaint to this service. An investigator reviewed the complaint and said only one excess was due. The investigator recommended that AWP complete the repair and return the phone.

However, AWP now says this is not one of its insurance policies and it's stopped replying to our correspondence. So, the complaint has been passed to me for an ombudsman's review.

I issued a provisional decision on this complaint on 15 February 2023. That provisional decision is below and forms part of my final decision.

What I've provisionally 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 planning on upholding this complaint. I'll explain why.

Jurisdiction

S has been dealing with the claim, and it has issued a final response. But the policy is underwritten by AWP. AWP says this is not one of its policies. However, I've looked at the policy terms and conditions. The policy says the Insurer / We / Us / Our is AWP P&C SA. It says it's registered in France and is subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority with postal address 102 George Street, Croydon CR9 6HD.

As such, I'm satisfied AWP P&C SA is responsible for this policy, and in turn the claim. I have written to AWP to confirm this, but to date I haven't received a response.

Merits

Mr W says he was told in a call with S that the damage could be submitted as one claim, so that's what he did.

Mr W has provided the policy terms and conditions and the final response from S. And I can see that an excess of £50 is payable in the case of each insured event. The final response from S says that Mr W didn't pass on important information, when he reported the claim. It says the repairer has now discovered two areas of damage, and as such two excesses are due. Mr W says he sent the phone to S in early 2022, and it asked him to pay two excesses. He says he pointed out to S that he was told he only had to pay one excess, and he hasn't heard from either S or AWP since. His phone has never been returned.

Mr W made a valid claim under this policy. The onus is on AWP to either validate or decline that claim. If it wants to decline the claim or seek further information, it needs to support this action in line with its policy terms. But AWP hasn't provided anything to support its actions in this specific case. I haven't been provided with any file notes nor has a copy of the call recording been made available. There is no claim form or engineers report, nor is there any indication either S or AWP have progressed this claim or returned the phone. Neither AWP nor S have provided anything to support their actions.

In the absence of any supporting evidence from either AWP or S, I'm minded to uphold this complaint. Given the time that has passed, and the lack of engagement, the fair and reasonable outcome is for AWP to repair the phone and return it to Mr W. I'm also going to recommend that AWP waives all excesses and it should pay £100 in compensation to Mr W for the delay in returning his phone.

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.

I sent my provisional decision on 15 February 2023.

Mr W has acknowledged my provisional decision and has nothing further to add. AWP hasn't responded. As there are no further issues raised, I see no reason to depart from my findings as set out above.

My final decision

My final decision is that I uphold this complaint as set out above. I require AWP P&C SA to:

- Repair and return Mr W's phone in a reasonable timeframe.
- Waive all excesses.
- Pay £100 in compensation for the inconvenience caused as set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 24 March 2023.

Derek Dunne
Ombudsman