

The complaint

Miss D has complained about Asurion Europe Limited's (Asurion's) handling of a claim she made under her mobile phone insurance policy.

What happened

Miss D made a claim on her mobile phone insurance policy which was accepted. Asurion sent out a replacement phone which it says was delivered to a neighbour of Miss D on 7 December 2022.

Miss D says she was at home waiting for the delivery, but it wasn't attempted to be delivered to her address. She also says the phone couldn't have been delivered to the address Asurion says it was as nobody was living there. She also says nobody by the name recorded on the delivery system has ever lived there.

Miss D says she eventually discovered the phone was with a different neighbour on 3 January 2023. But because of Asurion's error, she was without her phone for almost a month which left her isolated and caused her distress and inconvenience.

One of our investigators considered Miss D's complaint and thought it should be upheld. She said Asurion hadn't sufficiently evidenced that the phone was safely delivered. So, she recommended Asurion should pay Miss D £50 compensation for the distress and inconvenience she had suffered.

Asurion didn't accept our investigator's opinion. So as no agreement has been reached, the complaint has 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.

Miss D has said she incurred significant call charges on her landline in attempting to resolve this issue. But all parties have agreed that this part of her complaint needs to be raised separately as Asurion hasn't had the opportunity to investigate or respond to it. So, I'm unable to consider or award the call charges as part of this complaint. Instead, this complaint focuses on whether or not Asurion has made an error, and if it has, whether Miss D has suffered undue distress and inconvenience as a result.

In cases like this, where the evidence is incomplete or contradictory, I'll reach my decision on the balance of probabilities. That is, what do I consider is more likely based on the evidence which is available.

Asurion says it has investigated with its delivery agent who has confirmed the GPS data obtained from the delivery driver shows he was in the correct area at the time of delivery. It says Miss D had 'leave with a neighbour' or 'leave in a safe place' enabled on her account and it has sent a photo which it says shows the phone was delivered to the address it says it was. Asurion says the fact Miss D didn't activate the phone until 3 January 2023 doesn't prove it was not delivered, just that it wasn't activated.

Miss D has provided a signed statement from the family at the neighbouring property confirming nobody would have been at the house on 7 December 2022 and that nobody by the name recorded on the delivery notice has lived at that address either. I'm persuaded by this evidence that the parcel was not left with the person the delivery agent says it was.

I've thought carefully about the evidence and arguments from both sides. I don't think it's in dispute that the phone was delivered somewhere in the vicinity of Miss D's property. The issue seems to be that it wasn't appropriately delivered to the place Asurion says it was. So, the GPS data isn't particularly helpful in these circumstances.

I've seen the photo provided by the delivery driver. And while I accept Asurion's argument that this appears to show the same property it says the phone was delivered to, by virtue of the pebble dash render and alleyway which can be seen on the property on online mapping services, I also agree with our investigator that the photo doesn't show that the phone was appropriately delivered to the neighbour Asurion claims it was.

I say this because the photo doesn't show the door as being open or that the neighbour was present, just a low-resolution image of what seems to be a parcel on a doorstep in an alleyway. I've also considered the terms and conditions of the delivery agent. These suggest that the phone may be left with a neighbour, but I don't think they suggest it can be left unattended on a neighbour's doorstep. And my interpretation here seems to be supported by the fact that a neighbour's name was recorded on the delivery driver's system, despite the fact that nobody lived at the address by the name which was recorded. If it were acceptable for a phone to be left unattended on a neighbour's doorstep, then I see no reason for a neighbour's name to have been captured or recorded at all. And if it were acceptable to leave the parcel unattended on a doorstep, I fail to see why it would be more acceptable to do so on a neighbour's doorstep, than on the doorstep of the intended recipient.

In any event, my remit as an ombudsman is to decide what is fair and reasonable in all the circumstances. And I don't consider, in the circumstances of this case, that a phone left unattended on a neighbour's doorstep can fairly or reasonably be considered to have been safely delivered to the intended recipient.

Based on everything I've seen, I'm not persuaded that Asurion has demonstrated the phone was appropriately delivered to Miss D or to the neighbour it says it was. I also think Miss D's actions are consistent with her version of events, as I can see that she was promptly contacting Asurion to advise the phone had not been delivered and that nobody of the suggested recipient name appeared to exist. So, taking all of the evidence into account, I've decided to uphold this complaint.

I think being without her mobile phone throughout December, including the Christmas and New Year period, would have been inconvenient and upsetting. But I'm also mindful that Miss D still had access to a phone, and so wasn't completely out of contact. So, in these circumstances, I think Asurion should pay Miss D £50 compensation to put things right.

My final decision

For the reasons I've explained above, I uphold Miss D's complaint.

Asurion Europe Limited must pay Miss D £50 compensation for the distress and inconvenience it has caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 26 May 2023.

Adam Golding
Ombudsman