

The complaint

Mrs D complains that Vodafone Limited cancelled her mobile phone insurance without her permission or knowledge.

What happened

Mrs D had several mobiles phones and contracts with Vodafone. She also had mobile phone insurance underwritten by another provider.

Mrs D changed her price plans to sim-only. When one of the phones was later lost, she made a claim to the insurer. However, they advised the insurance policy had been cancelled by Vodafone when Mrs D changed her price plan to sim only, so the insurer didn't replace the lost phone.

Mrs D complained to Vodafone that the insurance had been cancelled by them without her knowledge or permission.

Vodafone said that following the change to sim-only, the insurance cover was also cancelled at the same time. They said Mrs D was told the insurance had been cancelled by text message. Whilst Vodafone didn't agree that they made any errors, they offered £100 compensation as a gesture of goodwill.

As Mrs D remained unhappy, she approached this service.

One of our investigators looked into things, but he didn't uphold the complaint. He said Vodafone accepts they didn't specifically tell Mrs D during the webchat that the insurance would be cancelled.

However, the investigator also said that Vodafone had sent two text messages after cancellation to confirm this, so he was satisfied they had reasonably made Mrs D aware of the cancellation. Therefore, the investigator didn't recommend Vodafone do anything further.

Mrs D didn't agree and asked for a final decision from an ombudsman.

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, whilst I appreciate it will come as a disappointment to Mrs D, I've reached the same outcome as our investigator.

Mrs D changed her price plans to sim-only via a webchat with Vodafone. It is already accepted by Vodafone that Mrs D wasn't specifically told during this that the insurance would be cancelled by them.

However, after the change to sim-only and cancellation of the insurance, Vodafone sent two separate text messages on separate days which confirmed the insurance was cancelled. And these contained a link to Vodafone's website to explain why the insurance had been cancelled too.

Mrs D says that either she didn't receive the text messages, or if she did, that it's not been taken into account the number of other messages she would have received from Vodafone, which could have resulted in the cancellation messages being overlooked. Whilst I acknowledge what Mrs D says here, I'm satisfied these were sent to Mrs D at the time and I'm unable to hold Vodafone responsible if they weren't received or were overlooked. So, I'm satisfied that by sending the messages they did, Vodafone has reasonably made Mrs D aware of the insurance cancellation.

Vodafone has offered Mrs D £100 compensation as a gesture of goodwill. And I think that's fair and reasonable, so I won't be directing them to increase this.

Mrs D has more recently said that she was told she'd be receiving savings on her new sim-only plans compared to her old plans, but that's not the case and instead it was just removal of the insurance. So, she says her sim-only plans have been mis-sold. However, my consideration here relates to the cancellation of the insurance policy by Vodafone and whether Mrs D was made aware of this specifically. If Mrs D believes her sim-only plans were mis-sold, and she was mis-led regarding how the savings would be made, she'd need to raise that separately with Vodafone.

My final decision

Vodafone Limited has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Vodafone Limited should pay the £100 already offered, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 29 February 2024.

Callum Milne
Ombudsman