

The complaint

Miss L complains about the way Inter Partner Assistance SA (“IPA”) has handled a claim made on her mobile insurance policy.

Any reference to IPA includes the actions of its agents.

What happened

The circumstances of this complaint are known to both parties, so I’ve summarised what happened.

- Miss L had a mobile phone insurance policy which was underwritten by IPA. She took the policy out in January 2023. A few days later she made a claim saying she’d lost her mobile phone.
- IPA accepted the claim and sent Miss L a replacement phone at the end of January 2023. The replacement phone came with a three-month guarantee.
- In November 2023, Miss L contacted IPA to say the replacement phone was faulty. IPA told Miss L that as the guarantee for the replacement phone had expired, she’d need to make a new claim. It also said an excess would be payable.
- Miss L said IPA had treated her unfairly because it’d provided a faulty replacement phone. She said the replacement handset was a refurbished one rather than a new one – something she said was entitled to under the policy. She said IPA should refund the excess to compensate her for the problems she’d experienced with the replacement phone.
- In response, IPA maintained its position and said: *“[The replacement] was not a refurbished handset but was a Grade A device which is classed as “like new”. This can mean it was bought from a store, opened but never used or used very gently and showed zero signs of wear. It will be in good working order and does not consist of refurbished parts.”*
- Unhappy, Miss L brought a complaint to this Service. An Investigator considered it but didn’t uphold it as she was satisfied IPA had met the terms of the policy by providing a replacement phone. Miss L disagreed and so, the complaint has been passed to me for a final decision.

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 agree with the outcome our Investigator reached – I’ll explain why. The starting point is the policy document which says:

“If our scheme administrator determines that your mobile phone needs to be replaced following a valid claim:

- 1. Our scheme administrator will endeavour to replace your mobile phone with an identical, fully refurbished (or new where a refurbished item is not available) mobile phone of the same age and condition as your mobile phone. However, in the unlikely event this is not possible, our scheme administrator will provide you with a fully refurbished (or new where a refurbished item is not available) mobile phone of a comparable specification or the equivalent value taking into consideration the age and condition of your mobile phone prior to your claim being made.”*

So, the policy makes it clear the policyholder will be given an identical, fully refurbished phone of the same age and condition. Or, if a refurbished one isn't available, a new handset. And if an identical mobile phone isn't available – a phone of comparable specification or value will be provided.

Here, IPA says the replacement phone was new and didn't contain refurbished parts. Miss L disputes this, saying the manufacturer of the phone told her the handset had previously been used with a different network provider – therefore, showing it wasn't “new”. But whether the handset was “new” or “refurbished” doesn't change the outcome I've reached. I say this because even if I was persuaded the phone was refurbished, IPA would have still met its obligations under the policy as the terms state it could provide Miss L with a refurbished phone.

Whilst it may have been Miss L's preference to receive a new handset, this wasn't something she was automatically entitled to under the policy. And so, I'm not satisfied Miss L has been treated unfairly by IPA in this respect.

Three-month guarantee

With regards to the guarantee, the policy says: *“We will provide a 3 month guarantee against technical fault or mechanical breakdown of the replacement mobile phone.”*

I appreciate Miss L says she complained to IPA about her replacement phone *before* the guarantee expired, but I haven't been provided with persuasive evidence to support this. Rather, I've seen she complained to IPA about the replacement phone in November 2023 – a number of months after it had expired.

Because the guarantee had expired by this time, I consider it fair and reasonable for IPA to have explained to Miss L she'd need to make a new claim about the replacement handset. I appreciate this would have been disappointing for Miss L, but I'm not persuaded IPA has treated her unfairly in doing so.

Excess

Miss L has made a successful claim on the policy. The policy requires the payment of an excess when a claim is made and so, I won't be directing IPA to refund this. And as I don't consider IPA to have treated Miss L unfairly, I don't deem compensation to be warranted in the circumstances.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 28 May 2024.

Nicola Beakhust
Ombudsman