

## **The complaint**

Mrs M complains that Astrenska Insurance Limited (trading as Collinson Insurance) should pay her claim on a gadget insurance policy.

## **What happened**

From 26 March 2023, Mrs M had a policy that covered a mobile phone. She paid the premium by monthly direct debit.

On 25 March 2024, Mrs M contacted Collinson Insurance to put a different phone on the policy. From 26 March 2024, the policy renewed. On 26 March 2024, Collinson Insurance asked for information about the place and date of purchase of the new phone.

On 30 March 2024, Mrs M replied that the phone had been a gift and she hoped to get more information, including invoice.

On 31 March 2024, two perpetrators robbed Mrs M's son of the new phone. On 1 April 2024, Mrs M made a claim to Collinson Insurance.

On 9 April 2024, Collinson Insurance asked Mrs M about the date of purchase and who had given her the phone.

On 15 April 2024, Collinson Insurance declined Mrs M's claim, saying that the policy didn't cover the new phone.

Mrs M complained to Collinson Insurance that it should pay the claim.

By a final response dated 8 May 2024, Collinson Insurance turned down the complaint. It said the new phone had been older than 180 days, so it needed an image of the device switched on displaying its IMEI number.

Mrs M brought her complaint to us in mid-May 2024.

Our investigator didn't recommend that the complaint should be upheld. He didn't think that Collinson Insurance insured the phone at the time of the loss.

Mrs M disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- She telephoned the insurer about the change of phone. They told her to further send details online, which she did on 25 March 2024.
- She gave the insurer the crime reference number and the invoice for the phone.
- The phone costs about £200.00. She has to pay the excess £175.00.

- Astrenska gave poor service.

### **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.

In its final response, Collinson Insurance said that Mrs M had insured a phone from March 2023, then changed it for a phone of the same brand from January 2024. I haven't seen that Mrs M has contradicted that, so I accept that it was the case.

In March 2024, Mrs M was trying to change the insured phone again, this time for a different brand. On such changes, we'd expect to see requests for information such as Collinson Insurance's requests to Mrs M. I don't consider those requests unfair. Collinson Insurance made its requests without any delay.

Unfortunately, Mrs M hadn't replied with all the requested information before the date of the reported theft. So the policy didn't cover the new phone. And I don't consider that Collinson Insurance treated Mrs M unfairly by declining her claim for the theft of the new phone.

Mrs M has shown us that she sent evidence by email dated 8 April 2024. However that was after the theft. Also, I can't see that Mrs M provided the invoice showing the price paid for the new phone.

In any event, the policy didn't cover the new phone. Therefore, I don't find it fair and reasonable to direct Collinson Insurance to pay Mrs M's claim.

I don't doubt that Mrs M was deeply affected by the robbery from her son.

Collinson Insurance's internal and external communication could've been better, particularly around the email dated 9 April 2024. However, I don't consider that this made any difference to the outcome or that it caused extra distress and inconvenience to Mrs M at a level that calls for monetary compensation.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Astrenska Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 10 December 2024.

Christopher Gilbert

**Ombudsman**