

## **The complaint**

Mr K complains about how Aviva Insurance Limited dealt with his mobile phone insurance claim. My references to Aviva include its agents.

## **What happened**

Mr K had insurance for his mobile phone through a bank account. Aviva is the insurer. In June 2024 Mr K told Aviva about faults with his mobile phone. Aviva told him to take the phone to the phone manufacturer's store as a technician wasn't available to come to Mr K's home, as he'd wanted. Mr K says he had to travel about 50 miles each way to get to the phone manufacturer's store. It did the diagnostics, replaced the phone's screen but found no other faults with the phone.

Soon after Mr K told Aviva there were more faults with his mobile phone, including the battery draining. Aviva told Mr K that he could take the phone back to the phone manufacturer's store to repair, or he could post the phone to Aviva for repair. Mr K said Aviva told him the posting option could take five days for the phone's repair. As he couldn't be without the phone he went to the phone manufacturer's store again.

The phone manufacturer's store told Mr K it wouldn't carry out the repairs to the reported issues with the phone's battery, as those weren't related to it replacing the screen so the warranty didn't apply.

When Mr K complained to Aviva it accepted it shouldn't have suggested that he take the phone back to the phone manufacturer's store for repair, for the reason given by the phone manufacturer's store. Aviva offered Mr K £100 compensation in recognition of his unnecessary distress and inconvenience and the costs of travelling to the phone manufacturer's store the second time. Aviva told Mr K he would need to make a new claim for the battery and other issues.

Mr K complained to us. He didn't think the £100 compensation was enough. Also he still had a faulty phone and didn't want to have to make a new claim, he just wanted his phone replaced.

Our Investigator said Aviva's payment of £100 compensation was fair. And she thought Aviva had fairly told Mr K to make a new claim for it to look into the battery and other issues with his phone.

Mr K disagrees and wants an Ombudsman's decision. He said £100 compensation doesn't reflect that he had to go to the phone manufacturer's store twice, pay an excess for the claim and still has a faulty phone. Also, our Investigator had mentioned that Aviva said water damage to Mr K's phone wasn't covered by the policy, which he's not happy about.

Our Investigator explained that this complaint was about what happened between Mr K making the initial claim and Aviva saying he'd need to make a new claim. Aviva hadn't assessed a claim for water damage to the phone so we wouldn't be considering that matter as part of this complaint.

As agreement hasn't been reached Mr K's complaint has been referred to me to make a 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.

Our Investigator correctly explained the scope of the complaint we're considering. If Mr K makes a further claim for his phone and doesn't agree with Aviva's assessment of that claim he can complain to Aviva and ultimately make a separate complaint to us.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy says Aviva:

*'will repair the mobile phone wherever possible or replace the mobile phone'.*

So under the policy terms Aviva will always try to repair the mobile phone, which means Mr K isn't automatically entitled to a replacement phone when he makes a claim.

When Mr K made his initial claim, the phone manufacturer's store he took his phone to couldn't find any faults apart from some screen damage so it replaced the screen. Aviva accepts that when Mr K told it about the phone battery problem it wrongly told him to take the phone back to the phone manufacturer's store. As the phone manufacturer's store hadn't replaced or repaired the battery when it first inspected the phone (as it found no fault) the battery wasn't covered under warranty. The issue should have been raised as a new claim.

When Mr K complained to Aviva about his unnecessary second visit to the phone manufacturer's store Aviva initially offered to pay £25 to cover the costs of his travel. Mr K told Aviva he didn't think that was enough to reflect travelling over 100 miles unnecessarily and the disruption to his work. He told Aviva he was looking for £100 compensation. Aviva agreed and I understand it's paid the £100 to Mr K.

I'm satisfied that £100 compensation is a reasonable amount to reflect Mr K's cost of travelling to the phone manufacturer's store and his distress and inconvenience caused by the unnecessary second visit to the phone manufacturer's store. It also reasonably reflects Mr K's loss of expectation that the phone manufacturer's store would resolve the issue with the battery.

Mr K says the £100 compensation doesn't reflect that he had to go to the phone manufacturer's store twice and to pay a claim excess. But his first trip to the phone manufacturer's store was part of his first claim to have diagnostics on his phone and have the screen repaired. Aviva doesn't need to give him compensation for that trip. Under the policy terms an excess is payable when a claim is made so Aviva doesn't need to compensate Mr K for the cost of the excess.

I understand Mr K is unhappy he still has a faulty phone. But Aviva correctly told him in August 2024 that he would need to make a new claim for the problems with the battery to be assessed. If there are still other problems with the phone then Mr K can also raise those as part of that claim.

As I understand Aviva has already paid Mr K the £100 compensation it doesn't need to do anything more.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 27 February 2025.

Nicola Sisk  
**Ombudsman**