



The complaint

Mr R has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a mobile phone insurance policy.

What happened

Mr R made a claim under his mobile phone cover. Aviva agreed to replace the phone. Mr R contacted Aviva when he received the phone delivery. He said he had opened the package about 10 minutes earlier and it was an empty box with no phone in it. Aviva said it would investigate.

Aviva later spoke to Mr R and asked for more details about what had happened. A few days later, Aviva said it was rejecting the claim for the missing phone. It said it had checked with the warehouse and the courier and was satisfied the phone had been delivered and the parcel was intact. Mr R disagreed, including because he said Aviva hadn't asked him for any evidence about the delivery. He said he wasn't disputing that the package had been delivered, the issue was that there was no phone in the package.

When Mr R complained, Aviva said it had followed the correct procedure when it investigated what had happened. It also said its call handlers had acted appropriately. It said it had concluded it wasn't liable for Mr R receiving an empty box and the courier wasn't either. It said it therefore wouldn't refund the excess for the claim or pay a cash settlement.

So, Mr R complained to this Service. Our Investigator didn't uphold the complaint. He said Aviva had shown the process followed to package and deliver the phone and there was nothing to indicate it hadn't been delivered. He said it was fair for Aviva to decline the claim.

Following this, Mr R provided some photos, including of the damaged courier packaging. Our Investigator asked Aviva to review this. Aviva did so and said that because Mr R hadn't raised this when it was investigating the dispute about the phone, it wouldn't look to accept it now.

Our Investigator reviewed the evidence again and said it remained fair for Aviva not to do anything further. As Mr R didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

When Mr R contacted Aviva following the delivery, he said he had received the package about 10 minutes earlier, but it was an empty box. Aviva said it would investigate what happened. About three days later, Aviva spoke to Mr R about what happened. Aviva said it needed to ask some questions about what happened. It said:

"Call handler: So, we just need to know... Who accepted the delivery?"

Mr R: Me. Me.

Call handler: OK.

Mr R: I mean they just placed it on the floor. So, obviously I'm assuming you can see that on... on your.. on the [courier]... usually they took a picture and that I didn't sign for anything. They just put it on the floor. To be honest when I opened it up I initially thought it was just like a return package or something, something simple like that and a mistake like that's happened. That you were expecting me to send the device back or something.

Call handler: OK. That's fine. And obviously when you opened the packaging did you notice any damage to the packaging itself?

Mr R: I mean at that time obviously I wasn't really looking for damage so obviously I just ripped it open. No disrespect. It may have been opened, but because I wasn't looking for it to be opened previously, I just didn't take notes of it. I mean I reported it immediately to yourselves and at that moment in time, to be honest, I was asking for guidance but you didn't tell me anything..."

So, I think Aviva asked Mr R what had happened and he didn't give any indication he had found any damage to the packaging. I'm aware Mr R has said he thinks Aviva's investigation focussed on whether the package was delivered, which wasn't in dispute. But I don't think Mr R gave Aviva any reason to focus on other issues at that time. I also listened to the phone call when Aviva told Mr R it would be rejecting the claim. During that conversation, Mr R said he didn't think it had been a full investigation and that Aviva hadn't asked him for any evidence. However, I didn't hear Mr R explain what his evidence was and why this would have made a difference to the investigation.

From what I've seen, Aviva's investigation focussed on the process for sending the phone. This included looking at what happened at the warehouse and at the courier. Aviva has explained to this Service its security processes. The phone wasn't at the warehouse and, it's my understanding, the only way the phone could, realistically, have left the warehouse was in the package sent to Mr R. The courier also had security measures in place. Aviva provided the photo that showed the package on the doormat at Mr R's home. This didn't indicate there were any issues with the packaging. Mr R also didn't raise any concerns with Aviva about the packaging. So, I don't think there was anything to indicate to Aviva that the phone was likely to have been removed from the packaging at some point during the delivery process. Based on what I've seen, I think it was reasonable for Aviva to tell Mr R it wouldn't be taking any steps to replace the phone.

I'm aware Mr R later told this Service it was his mother who accepted the delivery. He also sent photos of the packaging. This included a photo of what appeared to be a slit in the outer packaging that had clear tape on it. Our Investigator asked Aviva to look at the photos Mr R had provided. Aviva told this Service it didn't change its view about the claim. It said Mr R didn't raise this when he discussed the dispute with Aviva. It also said it couldn't now credibly ask the courier to review what had happened so long after delivery. It said the photos had been taken several months after the package had been received and didn't confirm the package had been received in that condition. Based on what I've seen, I think it was reasonable for Aviva to decide Mr R's additional evidence didn't change its view about whether it was fair to decline to replace the phone.

I'm also aware Mr R complained about the call handlers and that they hadn't spoken to him appropriately. I listened to the phone calls and didn't hear anything that persuaded me the call handlers were unprofessional or didn't speak to Mr R appropriately. I think it was reasonable that Aviva didn't take any further action about this.

So, having thought about everything that happened, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 March 2025.

Louise O'Sullivan
Ombudsman