

The complaint

Mr B complains that Asurion Europe Limited (trading as Tesco Mobile Protect) mishandled his mobile phone insurance policies.

What happened

In September 2020, Mr B bought two phones and set up two airtime contracts. He took out two insurance policies to cover the phones. He agreed to pay insurance premiums. Asurion was responsible for administering the policies.

In September 2022, Mr B changed the airtime service provider for the phones.

On about 11 August 2024, Mr B complained to Asurion that he'd cancelled the insurance in September 2022, but it had continued to take payments of premium.

By a final response dated 13 August 2024, Asurion turned down the complaint.

Mr B brought his complaint to us without delay.

Our investigator didn't recommend that the complaint should be upheld. She didn't think that Asurion did anything wrong. She said that Asurion sent Mr B two emails on 30 September 2022.

Mr B disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Text messages was the chosen form of communication.
- He was told the policy mirrored the phone contract. Therefore the policy should've been cancelled automatically when the contract was cancelled.
- He asked in the shop where he purchased the contract if the insurance policy had been cancelled.
- No text messages were sent regarding the insurance on or around 28 September 2022. No effort was made via established communication methods to see if the insurance was still required.
- He's not sure what else he was supposed to do.

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.

From the welcome packs dated 23 September 2020, I'm satisfied that it was clear enough that the policy would continue for 59 months unless it was cancelled in accordance with section E. Section E gave details about cancellation, but it didn't say that cancellation of the airtime plan would cancel the policy.

I have no reason to doubt that Mr B's preferred method of contact from the airtime provider was by text. However, I haven't seen enough evidence to show that this also applied to Asurion.

I have no reason to doubt that Mr B went back to the store where he'd bought the airtime contracts and the policy. However, as that was in 2022, I don't place much weight on his recollection of it in August 2024.

Mr B has made a separate complaint to the airtime provider. It hasn't provided any evidence that he asked it to cancel the policies.

Asurion knew that Mr B had cancelled the airtime contracts. I'm satisfied that on 30 September 2022, Asurion sent Mr B two similar emails (one for each policy). Each email said that while he had cancelled his airtime plan, the insurance policy was still active. Each email explained what he would need to do if he wanted to cancel the policy.

So – notwithstanding whatever had been said in the store, and notwithstanding that it was by email rather than by text – I'm satisfied that Asurion made it clear enough that the policies would continue unless Mr B took steps to cancel.

Mr B still had the phones and he still had the benefit of the insurance cover. Also, he ought reasonably to have known that he was still paying for the policies.

For all these reasons, I don't consider that Asurion treated Mr B unfairly by not cancelling the policies and I don't find it fair and reasonable to direct Asurion to refund Mr B's payments for the period from September 2022.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 February 2025.

Christopher Gilbert

Ombudsman