

The complaint

Mr A has complained that his mobile phone insurer, Aviva Insurance Limited ('Aviva'), delayed dealing with a claim he made and is refusing to provide him with a replacement phone after the original it sent to him went missing.

Aviva is the underwriter of this policy i.e., the insurer. During the claim Mr A also dealt with other businesses who act as Aviva's agents. As Aviva has accepted it is accountable for the actions of its agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

Mr A has mobile phone insurance through his packaged bank account.

Mr A originally made a claim after his phone was lost in April 2024. Aviva accepted the claim and provided a replacement device shortly thereafter. Mr A made a second claim after his phone was lost again in late June 2024. While considering the second complaint Aviva said that it became aware that Mr A's phone which he had lost in April 2024 was unbarred by the network a few days after a replacement device was delivered to him.

Aviva got in touch with Mr A in early July 2024 while it was considering his second claim to say that it was putting it on hold as it wanted to investigate why the original phone was unbarred. Mr A said that he was contacted by the Police in April 2024 and informed that a device had been found and asked to go to the station to check if it was his. Mr A said he asked the network to unblock the phone so he could check it using his SIM card. He said when he checked the phone he realised it wasn't his. He said he asked the network to bar the phone once again a few days later.

Aviva said that the phone remained unbarred and that it had reason to believe that the phone had been found. It said the second claim would be on hold while it waited for Mr A to provide evidence including proof of barring from the network, evidence from the Police that it had contacted Mr A and an explanation as to why the phone was marked as found and immobilised.

Aviva didn't initially accept the evidence provided by Mr A, specifically the proof of barring document as it said it wasn't showing that the phone was blocked on the national database. This was rejected on several occasions in July 2024. It said Mr A would need to get in touch with the network provider and ask for the device to be blocked. Aviva accepted the claim in early August 2024 and sent Mr A a replacement phone.

Mr A said the replacement device was never delivered to him. Aviva said it was left at the concierge desk at Mr A's building and provided evidence from the courier in support. Mr A

said he made enquiries but there was no one with the name of the person who signed for the package working in his building and he wasn't able to find the package. He said his building was one of several similar ones in the area so the phone may have been delivered to the wrong location. He said he was home waiting for the package and didn't understand why it wasn't delivered directly to him.

Mr A wasn't happy about the initial delay or the failed delivery and complained. Aviva considered Mr A's complaint but it didn't uphold it. It said that it had evidence that the courier was at the correct building and that he should take the matter up with his building manager. In terms of the delays it said it wasn't responsible for them and it was Mr A who delayed providing the necessary evidence.

Mr A brought his complaint to us and said that not having a phone caused him significant distress as he wasn't able to take important calls including from his doctors or family. He said he wanted a replacement phone as well as £1,000 compensation for the distress and inconvenience he suffered. While the complaint was with us Mr A said he bought a replacement phone at a cost of £1,166 for which he wanted to be reimbursed.

One of our investigators reviewed the complaint but didn't think Aviva needed to take any further action. He didn't think that it was responsible for any delays and thought that it had done enough to make sure the phone reached Mr A.

Mr A didn't agree and asked for an ombudsman's decision. He said he wasn't responsible for any delays and that those were as a result of Aviva asking for information he wasn't able to provide for example asking for evidence that the lost phone had been blacklisted which he couldn't provide as he hadn't bought it directly from the mobile network provider. He said when he did manage to get the relevant paperwork from the network provider it wasn't in the correct format so Aviva wouldn't accept it which caused more delays. He said Aviva ultimately accepted the claim despite the paperwork not being in the correct format. He also said he couldn't report the missing replacement phone to the Police as he never received it and that Aviva should do this instead.

Our investigator didn't change his view and the matter was passed to me to decide.

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.

Delays

Mr A is unhappy because he says that it took between the end of June 2024 to the start of August 2024 for Aviva to approve his second claim and provide a replacement device.

I have considered the evidence that both parties provided and don't think that Aviva caused any unnecessary delays in validating the second claim. I say this because I thought it raised valid concerns regarding Mr A's original phone which was showing as being found since April 2024, after a replacement device was issued. I thought it was fair and reasonable that Aviva wanted to be satisfied that the phone wasn't in fact found before it proceeded with the

second claim. And as the phone was showing as unbarred since April 2024 despite Mr A saying he had asked the network provider to rebar it, I think Aviva was right to raise those concerns with Mr A. I also think it is fair and reasonable that Aviva wanted to be satisfied that the phone was barred again, before proceeding with the second claim.

From what Mr A has said it also seems that a lot of the delays were due to the fact that he hadn't bought the phone directly from the network provider so it wasn't able to provide all the information he had requested. I appreciate that this must have been frustrating for Mr A but I don't think this was down to Aviva so I don't hold it responsible for those delays. And Mr A said that Aviva was ultimately happy to proceed despite not all the information being provided in the format it had requested. I thought it was fair and reasonable that it proceeded regardless. And I note that as soon as the claim was accepted it provided the replacement phone without any delay.

The delivery

Mr A says Aviva should provide a replacement phone or reimburse him for the replacement phone he had to buy because it didn't do enough to make sure that the replacement phone it had issued to him was delivered safely.

Aviva has investigated the matter with the courier company who delivered the phone. It said that it had been supplied with information regarding the location of the courier and it was satisfied that the courier was at the right building, despite Mr A saying there are similar buildings like his in the same area. It also provided a photograph which it says is of the concierge where the package was left and also said that the courier obtained a signature from the person who received the package.

Mr A says he checked with the concierge as well as neighbours and no one had his package or was familiar with the person who collected the parcel. He says he was told there is no one by that name who works in his building.

I appreciate this is a very frustrating situation for Mr A. But I think the actions Aviva took to ensure that the phone was delivered to him safely were fair and reasonable. Mr A lives in a large building and I think it is fair and reasonable that the courier left the parcel with the concierge desk. And on balance, based on the information provided by Aviva regarding the location of the courier at the time of the delivery as well as the photograph of the delivery, I think the parcel was delivered to the correct building.

Aviva has also provided evidence to show that it investigated the matter with the courier company and also that the courier company themselves carried out a thorough investigation to ensure the parcel was delivered correctly. In the circumstances I don't think there was anything further Aviva could have done.

As I said I appreciate that this is a very frustrating situation for Mr A but as I don't think Aviva has acted in any way which was unfair or unreasonable I won't be asking it to do anything more. I have no reason to doubt the fact that Mr A says he didn't receive the parcel but I think this is something he should take up with his building manager or those who were responsible for collecting his parcel.

My final decision

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 March 2025.

Anastasia Serdari
Ombudsman