

The complaint

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

What happened

Mrs S contacted Aviva to make a claim when her mobile phone was stolen. Mrs S later complained to Aviva about the excess fee that was payable and that it provided refurbished phones as replacements.

When Aviva replied, it said the excess payable was explained in the policy documents. The policy also said it provided refurbished phones. It had also reviewed Mrs S's concerns about a lack of communication. It said that during the claim it hadn't assessed a document within the two working days it advised as its timescale. It offered £10 compensation for the inconvenience caused.

Mrs S complained to this Service. Our Investigator didn't uphold the complaint. He said the excess charged, and providing refurbished replacement phones, was in line with the policy terms and conditions. He said that although he didn't find any unreasonable delays, it was fair that Aviva offered £10 compensation because it identified it could have sent Mrs S a form a day earlier.

Mrs S didn't agree. She said the excess and the use of refurbished devices wasn't clearly communicated when she took out the policy. Aviva's lack of clarity about what it required from Mrs S caused unnecessary stress and disruption. The compensation offered also wasn't adequate. So, 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.

My decision is only about whether Aviva dealt with the claim fairly. I'm aware Mrs S has said the excess and the replacement devices offered weren't made clear to her when she took out the policy. However, Aviva wasn't responsible for the sale of the policy, so that doesn't form part of this decision.

Mrs S said she shouldn't have had to pay a £149 excess for her phone to be replaced. Looking at the policy wording, this said "*[a]n excess is the non-refundable amount payable by You for each successful claim. This applies to repairs, replacement devices or another alternative fulfilment method such as Cash Settlement*". Aviva said it could replace the stolen phone, which meant an excess was payable. The policy said the excess payable for the loss or theft of a mobile phone was £149. So, based on what I've seen, Aviva was acting in line with the policy terms by charging this excess.

I've also looked at what the policy said about replacing devices, which was:

"Loss and Theft claims. If Your Mobile Phone is Lost or Stolen, [Aviva] will replace it with a Mobile Phone of the same make and model of the claimed Mobile Phone wherever possible. If the same make and model of Your claimed Mobile Phone is not available, we will contact you to discuss alternative options, which may include a replacement Device with equivalent specifications."

The policy also said:

*"This is not a new for old policy.
Where [Aviva] replaces the Device, the replacement will be a remanufactured Device – not brand new. Remanufactured Devices may contain non-original, third party, or unbranded parts."*

It's my understanding that the replacement device Aviva offered was the same brand of phone as the one stolen from Mrs S. It was a refurbished manufacturer approved phone. It also came with a 24-month warranty, which the policy also said would be the case. So, based on what I've seen, I think what Aviva offered to settle the claim was in line with the terms of the policy. As a result, I've no reason to say Aviva acted unreasonably.

I've also looked at Aviva's communication. Looking at the records of what happened, it took Aviva 12 days to approve the claim. During this time, Aviva requested documents from Mrs S about her claim, including the police report and proof of barring. Aviva had to ask for some of the documents to be resubmitted in another format and in her name, rather than her husband's. When Mrs S received confirmation that the claim could proceed, she asked for time to think about it. Mrs S then raised a complaint about the excess and the types of phones offered. I didn't identify any unnecessary delays during the claim. However, I think it was reasonable for Aviva to offer £10 compensation when it decided it could have assessed a document a day earlier.

I'm aware Mrs S has also said she wasn't satisfied with the complaints process. However, complaint handling isn't a regulated activity. So, I'm unable to comment on this.

So, having thought about this complaint, I don't uphold it 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 Mrs S to accept or reject my decision before 27 May 2025.

Louise O'Sullivan
Ombudsman