

The complaint

Mr A and Miss A have complained about how Aviva Insurance Limited (Aviva) dealt with a claim under their mobile phone insurance policy.

As Mr A mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to him. References to Aviva include companies acting on its behalf.

What happened

Mr A made a claim for a lost mobile phone. Aviva assessed the claim and agreed to send a replacement. Mr A contacted Aviva to report that when the replacement device was delivered to his home, the courier left it in the letterbox. When Mr A opened the package, he said the mobile phone box was for a different brand of phone and was empty.

Aviva investigated. When it responded to Mr A, it apologised that the courier had left the package in the letterbox without being signed for. It had confirmed that the correct device had been sent from the warehouse. The IMEI on the phone box Mr A said he received wasn't for a device that had ever been in its stock. Devices also weren't sent in the phone manufacturers' boxes. Mr A had also confirmed that the package received hadn't been opened or tampered with. So, it had concluded that the correct phone was sent and there wasn't evidence the package was then tampered with.

When Mr A complained to this Service, our Investigator didn't uphold it. She said the evidence showed the correct device was sent and was in the package. There also wasn't evidence to show the package was tampered with, even though it wasn't handed to Mr A. She said it was fair for Aviva not to provide another phone.

As Mr A 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.

Mr A has complained that he didn't receive a replacement device to settle his claim. When Aviva's courier delivered the mobile phone to his address it was left in the letterbox. When the package was then opened, he said it contained a mobile phone box for a different brand of phone than his, which was empty.

When Aviva replied to the complaint, it accepted that the courier didn't follow the correct process and that the phone had been left in the letterbox. I'm aware that when Mr A first reported the issue to Aviva, he said the package hadn't been tampered with. I also haven't seen any other evidence that anything happened to the phone while it was in the letter box. So, I'm not persuaded this resulted in anything happening to the contents of the package at that stage.

So, I've looked at other parts of the process to see if this showed that Aviva might not have sent the correct replacement phone in the package. Aviva has explained to this Service the strict security procedures in place at its warehouse. This included the searching of staff both when they entered and left the warehouse. So, I don't think it was likely that a member of staff could have taken an empty mobile phone box into the warehouse or removed the replacement phone due to be sent to Mr A. Aviva's records showed the correct replacement device was assigned to settle Mr A's claim and that this was what sent to his address. The records also showed that the package weighed about 300 grams, which would indicate that both a phone and a box were in the package.

Mr A also provided Aviva with a photo of the box he said was in the package, which was a manufacturer branded box. Aviva checked the IMEI number shown on the box against its database and confirmed that this phone was never in its inventory. It also said it didn't normally send phones in the manufacturer's box.

So, having looked at all the evidence available to me, I'm not persuaded there is reason for Aviva to send another replacement device. I think the evidence shows that Aviva sent the correct phone and that, despite the phone being left in the letterbox, it wasn't tampered with during the delivery process. As a result, 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 A and Miss A to accept or reject my decision before 12 September 2025.

Louise O'Sullivan
Ombudsman