

The complaint

Mr T complains that Aviva Insurance Limited hasn't provided him with a replacement mobile phone following a claim under his policy.

Any reference to Aviva also includes its agents.

What happened

Mr T has mobile phone insurance through his bank account. This is provided by Aviva.

In November 2024, Mr T's phone was damaged and after a failed repair, Aviva agreed to provide a replacement. Aviva said that the phone would be delivered to Mr T and his old device collected at the same time. This was arranged with a courier. There were two failed delivery attempts before the courier attended Mr T's property.

Mr T contacted Aviva and said that when the courier turned up to collect his old phone he told him he didn't have the replacement. He said the courier opened the package to collect his old device but there was no replacement device in there. The courier told him it would be turning up separately – this didn't happen. Mr T sent doorbell footage to Aviva from that day.

Aviva investigated the matter. Aviva said that the footage showed the driver at the property with the replacement device but that it didn't show any other interaction. Aviva concluded there was insufficient evidence to show that the phone hadn't been delivered. So, it refused to provide another device. However, it noted that there had been delays in the delivery and that £20 compensation had been paid to Mr T in recognition of this.

Unhappy with this outcome, Mr T brought his complaint to this service. When we contacted Aviva about the issue, it maintained its stance regarding the delivery of the replacement device but made an offer of an additional £75 compensation due to delays in their investigation of his complaint. This offer was put to Mr T but not accepted and so an investigator then considered the complaint. The investigator didn't think that there was evidence to show that the delivered parcel was empty – so thought Aviva had acted reasonably when it refused to send another phone. She noted the service issues that had occurred and felt that the £75 compensation, on top of the initial £20 provided for the failed deliveries, was fair.

Mr T disagreed with the investigator's view. He said that the driver only turned up with one parcel, rather than one for collection and one containing the new phone. Mr T said that as the courier opened the box at the door, this indicated he was there just to collect the device. He said there wasn't any proof that the box contained the replacement phone or that he was given the device. And Mr T also commented that the fact Aviva didn't have a record of the phone in stock didn't mean it had been given to him.

As no agreement could be reached, the matter has been 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.

I appreciate Mr T's strength of feeling on the matter, and I want to reassure him that I've seen and considered the submissions that have been provided about the complaint. It is important to point out that we are an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the complaint rather than commenting on every issue or point made. This isn't intended as a discourtesy to Mr T. Rather it reflects the informal nature of our service, its remit and my role in it.

Delivery dispute

The terms and conditions of Mr T's policy state that if the damaged or broken-down phone cannot be repaired, Aviva will provide a replacement phone. It goes on to say that the original phone must be handed over when the replacement phone is delivered. Mr T says that the replacement phone wasn't provided when the courier came to complete the swap. Aviva has said that there isn't enough evidence to show that the replacement wasn't delivered and therefore it has refused to consider a claim for the replacement.

I therefore need to consider whether Aviva's refusal to provide Mr T with another new phone is fair and reasonable based on the information and evidence supplied.

Aviva has explained that when it arranges a replacement device in exchange for a claimed device, it ships the replacement as a 'swap-it' service with the courier. This means that to receive the replacement device, the claimed device must be handed over at the same time. I have seen evidence from the courier's system which shows that this was intended to be a swap.

Mr T has said that the courier didn't have a replacement phone when he turned up to collect his broken device. He has supplied two separate pieces of camera footage from his doorbell.

In the first of these videos, it shows the courier walking to the door, carrying one parcel. He presses the doorbell. The footage then stops. The second video shows the courier taking a photo of the parcel and then opening the parcel bag, which is plastic and sealed. The courier is seen ripping the bag open and taking out a box along with what appears to be a label and another folded bag. The footage stops with the courier holding the box looking to open it.

Aviva has provided two photographs which were taken by the courier. The first photo appears to be the one shown being taken in the second video provided by Mr T. In this photo the front door is open, and a person can be seen in the doorway. The second picture is of a different parcel bag, which matches the colours of the one that was shown on the video footage provided. In this photo I can see the same person in the doorway, and what appears to be the original parcel packaging on the floor in the house.

I've considered the images provided by both Mr T and Aviva. From what I have seen, I'm persuaded that the parcel which arrived at Mr T's door was sealed and it was only opened when the door was opened. This is because the video footage shows a picture being taken and the photo shows that someone is in the doorway. So, the parcel appears to have arrived intact.

Mr T has said that the box in the parcel bag was empty and therefore was only intended for the collection of his device. He says there should have been two parcels and it is clear that

the second parcel, containing the replacement phone, wasn't delivered. He said that it doesn't make sense that the courier would open the parcel if it was the replacement one as it should just be handed over. I understand Mr T has had experience of these types of exchanges in the past, however, Aviva has confirmed that the process is only to send one parcel. It says the replacement phone would have been contained within the box and this box is then used to return the old phone, placing it in the new bag and label that was provided. Aviva has also confirmed that they have no record of the serial number for the phone remaining in their warehouse, but they do have confirmation of receiving Mr T's old phone following the exchange.

I've thought about this very carefully. I appreciate Mr T is adamant that he didn't receive the replacement phone. But Aviva has been able to demonstrate that a delivery took place and the old phone has been received back. Aviva has also shown that it no longer has the disputed phone in its possession.

Taking everything into account, I'm not persuaded that there is enough evidence to show that Aviva didn't send the replacement phone out for delivery. I'm satisfied that Aviva has done enough to show that it has fulfilled its obligations under the insurance contract by sending out a replacement phone.

I'm aware that Mr T has recently provided documentation to this service to show that Aviva has now considered a claim for this phone and provided a replacement. Mr T believes this is evidence that Aviva recognise he didn't receive the phone in the first place. I appreciate his thoughts, but I don't agree that by replacing the disputed phone it means Aviva accept the phone wasn't delivered. But for completeness I have contacted Aviva and it has advised that it has subsequently informed Mr T that this claim was processed in error. So, this doesn't change my outcome.

Customer service

I'm aware that, prior to the delivery in dispute, Aviva had arranged the delivery on two separate occasions, both of which were missed. As I understand it, the courier was at the wrong location. Mr T complained to Aviva who offered £20 as compensation for the inconvenience this caused.

When the complaint was received by this service, Aviva increased the compensation by a further £75 due to delays it had identified in the investigation of his initial complaint. From what I've seen, Aviva missed deadlines in the initial escalation of the complaint and took longer than expected to pass his submitted evidence to the relevant department. I can appreciate how this would have added to Mr T's frustration. In the circumstances, I think it is right for Aviva to compensate for these failings – the additional sum of £75 seems fair and reasonable for what has happened.

Putting things right

Aviva needs to pay Mr T £75 compensation in addition to the £20 already offered – if this has not already been paid to him.

My final decision

As explained above, I'm not upholding Mr T's complaint in relation to the replacement of his mobile phone. However, I direct Aviva Insurance Limited to pay Mr T the compensation already offered - £75 on top of the initial £20 – if this has not already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or

reject my decision before 17 February 2026.

Jenny Giles
Ombudsman