

The complaint

Mr O and Mrs O complained they didn't receive the replacement mobile phone sent to them when Aviva Insurance Limited (Aviva) settled their claim under their mobile phone policy.

As Mr O and his representative mainly dealt with the claim and complaint, for ease, I will normally only refer to them. References to Aviva include companies acting on its behalf.

What happened

Mr O made a claim when his daughter's mobile phone was stolen. Aviva agreed to replace the phone. A new phone was sent to Mr O via a courier. Following receipt of the package, Mr O contacted Aviva to say the package didn't contain the phone. Aviva investigated and told Mr O it was satisfied the phone had been delivered.

When Mr O complained, Aviva maintained its position that the phone had been delivered to him. It said it had found enough evidence to show the device was packaged and that an empty box wasn't sent. The images from the courier also showed the package was fully sealed and that it hadn't been tampered with. It said the excess paid for the claim was non-refundable and, as the dispute was rejected, it wouldn't refund the excess.

Mr O complained to this Service. Our Investigator didn't uphold the complaint. She said the evidence showed the phone was sent for delivery. There was also no evidence to show the delivery company or one of its drivers could have removed the phone from the package. So, she said there wasn't evidence to show the phone wasn't delivered to Mr O.

As Mr O 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 O has said that when Aviva sent him a replacement phone, it wasn't in the package when he received it. Aviva declined to send another replacement phone or refund the excess. So, I've looked at whether Aviva considered this fairly.

Following Mr O informing Aviva that he hadn't received the phone, Aviva went to the warehouse to look at how phones were sent. Aviva also reviewed the CCTV footage from when the phone was sent to settle the claim. I should note that I haven't been able to view the CCTV footage, as it had been deleted as part of Aviva's normal processes. However, I have seen confirmation from the person who viewed it of what they saw.

Aviva's checks showed that it wasn't possible for the parcel to be sent without the phone being scanned. If the phone remained in the warehouse, this would have been picked up on a stock check. A stock check showed the phone was not at the warehouse. The CCTV

review showed that there were also no issues with the parcel and the phone was put into the courier's bag and sealed and it was then ready for despatch. Checks also showed that the phone didn't return to Aviva's stock following it being sent to settle Mr O's claim. Aviva has also explained its security checks on staff, which involve a range of searches. Based on this, I think the evidence indicates that the phone was in the parcel that left the warehouse.

I've also looked at whether the phone could have been removed from the parcel while it was with the delivery company. The phone was already packaged before the delivery company collected it. I've seen the courier's photo of the delivery and Mr O's doorbell footage. The packaging didn't show any damage or that any additional tape had been applied to it to reseal it at any point. Mr O, who accepted the delivery, also confirmed there was no damage to the packaging. I'm aware Mr O's representative has suggested that because the delivery driver slightly squeezed the package, this suggested there was no phone in it. However, I'm not persuaded this showed there was no phone inside. I haven't seen evidence to show the phone could likely have been removed while it was with the delivery company or its driver.

Having looked at what happened, I haven't seen evidence that persuades me it was more likely than not that the phone wasn't in the parcel delivered to Mr O. So, I don't think Aviva needs to send a replacement phone. I also think it was fair that Aviva charged the excess fee, as the evidence indicates that a phone was delivered to Mr O.

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 O and Mrs O to accept or reject my decision before 7 January 2026.

Louise O'Sullivan
Ombudsman