

The complaint

Mr C has complained about how Aviva Insurance Limited (Aviva) settled a claim under his mobile phone insurance policy.

References to Aviva include companies acting on its behalf.

What happened

Mr C made a claim for damage to his phone. He completed an online claim form. Aviva's online assessment process said it would replace Mr C's phone. Mr C paid the excess and Aviva sent him the replacement device.

Following this, Mr C complained. He said Aviva should have offered to repair the device, for which a lower excess was payable. When Aviva replied to the complaint, it didn't uphold it. It said due to parts not being available, no repair options were shown and the claim went straight to replacement. It said it couldn't guarantee what repair options were available until the claim had been fulfilled.

When Mr C complained to this Service, our Investigator didn't uphold the complaint. He said the policy terms explained that an excess was payable for a claim. When Mr C completed the online claim form, he listed a range of damage to his phone, which wouldn't be considered minor damage. Aviva decided it couldn't replace the device due to the extent of the damage, rather than because of parts availability. Replacing the phone meant the higher excess was payable. Mr C didn't raise any concerns about this until after he received the replacement phone. He said Aviva had fairly assessed the claim and charged the correct excess.

Mr C didn't agree. He said the issue was that a different excess applied depending on whether the phone was going to be repaired or replaced. He also said Aviva had now provided a different explanation for why the phone could only be replaced. Aviva should have been able to repair the phone and this is what he thought it was going to do. 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.

I should note that I have read and considered the full reasons why Mr C asked for this complaint to be looked at by an ombudsman. As part of that, I'm aware Mr C has said the online process removed choice from him. He has said it automatically forced a replacement on him, demanded payment immediately, offered no repair option, gave no chance to challenge the decision and progressed without meaningful interaction. So, I've kept this in mind when I've looked at what happened.

Mr C made a claim when he dropped his phone. He has said he was claiming for damage to the front screen and that this was minor damage. However, when he completed Aviva's online form, Mr C listed the damage to his phone as "*Can't charge*", "*Casing cracked or damage*", "*My display is broken*" and "*Back glass break*". In my view, this indicated there was significant damage to the phone. I think it was reasonable for Aviva to rely on the damage reported by Mr C to assess the level of damage to the phone and decide the claim settlement.

Aviva has told this Service that because of the extent of damage reported, it considered that it wasn't possible to repair the phone and instead that it should be replaced. So, its online system only offered to replace the phone. The excess for this was £99, which Mr C paid. I'm aware Mr C has said he did this because he felt pressured to do so because he needed a working phone. Aviva then sent the replacement device. It was only after Mr C received it that he complained to Aviva and said it should have repaired his phone, for which a £29 excess was payable.

Aviva was also entitled to decide what options it offered to register a claim. The policy booklet said claims could be made on its website, through an app or by phoning the customer helpline. It also explained its customer helpline opening hours, which was available seven days a week. So, I think Mr C had a choice about how to register his claim. He chose to do this online. He was also able to contact Aviva if he had any questions or concerns about how to report his claim or about how it would be settled. However, he didn't do so and, instead, made the payment to proceed with Aviva's claim resolution of replacing the phone. I'm aware Mr C has said he'd expected an engineer to get in touch to see if the phone could be repaired. But I haven't seen anything to suggest it was down to Aviva that he thought this was what would happen. Aviva sent a replacement phone, which was how it said it would settle the claim.

I'm aware that when Aviva responded to the complaint, it said the phone had been replaced because parts weren't available. Aviva later told this Service this was incorrect and that it was actually because of the level of damage to the phone. Given the incorrect information was in the complaint response, by which time the phone had been replaced, I've seen nothing to suggest the incorrect information would have influenced Mr C's decision about how to proceed with the claim. I'm also not persuaded this showed that Aviva incorrectly assessed the claim before offering to replace the phone. From what I've seen this was an error in the complaint response, not with the claim itself. I'm aware this was unhelpful, but this doesn't persuade me that Aviva treated Mr C unfairly in how it assessed the claim or in what it offered in settlement. Mr C reported extensive damage to his phone, Aviva assessed that information and decided the phone could only be replaced, rather than repaired. I think that was reasonable.

Where a phone was replaced, a £99 excess was payable. So, I think it was fair that Mr C had to pay the £99 excess, rather than the £29 one. This was the correct excess as outlined in the policy terms and conditions.

So, having looked at what happened with this claim, 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 C to accept or reject my decision before 1 January 2026.

Louise O'Sullivan
Ombudsman