

complaint

Mrs J has complained about London General Insurance Company Limited. She isn't happy that it provided a refurbished phone following a claim on her mobile phone insurance policy.

background

Mrs J took out an insurance policy for her phone in January 2013. A claim was made later that year under the policy and everything was fine.

However, Mrs J wasn't happy that she was provided with a refurbished phone when a second claim was made in August 2015. London General explained that it had sent out a change in policy terms and conditions in January 2015 by email. The email said that changes would take place in March 2015. The email outlined an increase in premium and that refurbished phones would be used.

As Mrs J remained unhappy she complained to this service. But our adjudicator didn't uphold her case. She was of the view that London General had acted reasonably. This was because it had sent out the change in policy terms in good time and to the email address that was provided by Mrs J.

As Mrs J didn't agree the matter has been passed to me for a final decision.

my findings

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've come to the same conclusion as the adjudicator. I will explain why.

I know Mrs J believes that London General should've sent out the change in policy terms and conditions by post but I don't think it was obliged to do so in this instance. It makes it clear that it will keep in contact by email. As such, I don't think it acted unreasonably.

The standard of refurbished phones used by insurance companies is high and such terms are not uncommon in mobile phone insurance policies. Indeed Mrs J has not complained about the replacement phone provided in anyway.

It has provided evidence that the email was sent and that it didn't bounce back. I know Mrs J says that it could've gone into her junk email but I can't hold London General responsible for that; just as I couldn't if post had gone missing. Furthermore, the change also documented an increase in premium which I would've expected Mrs J to have noticed.

Either way, the potential of having a refurbished phone was highlighted to Mrs J at the beginning of the policy in January 2013. The documentation sent at that time said London General couldn't *'guarantee the colour of the replacement and the replacement may come from grade A refurbished stock'*.

Finally, I can see that London General had paid Mrs J £25 compensation as it failed to respond to her complaint in the first instance. I think that this, alongside its apology, is reasonable.

my final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 25 January 2016.

Colin Keegan
ombudsman