

## **complaint**

Mr C complains that Allianz Insurance Plc didn't repair his mobile phone under his insurance policy and it took policy premiums after he had cancelled the insurance.

## **background**

Mr C had insurance for his mobile phone. He says he phoned Allianz to ask for the phone to be repaired. As it didn't do so he was without a phone for a long time. He says Allianz continued to take the insurance premiums from him even though he had cancelled the policy.

Allianz says Mr C hadn't made a claim for his phone to be repaired. And as he hadn't told it he wanted to cancel his insurance it continued to collect the premiums until Mr C cancelled the direct debit.

Mr C complained to us. He wants a refund of the premiums he paid from the time he says he cancelled his policy. And he wants compensation for Allianz refusing to repair his phone as he had to buy a new one.

After Mr C complained to us Allianz made an offer to refund all the premiums he had made from the first payment date (March 2005) to the final payment date (February 2011). This was 72 payments at 5.99 per month, so a total of £431.28. Allianz said it would add 8% interest, less any tax payable. Mr C didn't agree the offer as he also wants compensation.

The first adjudicator who looked at Mr C's complaint thought Allianz's offer was fair. There wasn't any evidence that Mr C had made a claim. If there was, Allianz wouldn't have to meet the claim and refund all the premiums because Mr C would then have used the policy.

Mr C didn't agree. He said he had phoned Allianz about the claim and he was being penalised because Allianz hadn't made a record of his claim. He said he had a record of the conversation. Mr C also thought that if he had a valid claim for the repair of the phone and it was worth more than the premium refunds he should get the larger sum.

The second adjudicator asked Mr C to send in any evidence to show he had called Allianz about the claim. Without that evidence Allianz's offer was fair. Mr C asked the adjudicator to contact his phone company at the time to see if it had any records of the calls he made. The company couldn't deal with the adjudicator without Mr C giving it authority. We gave Mr C additional time to try to get the information from the phone company. He has now provided a letter from the company saying the information about calls on the dates he wanted isn't available.

## **my findings**

I have considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I have to decide whether Allianz's offer is fair.

In addition to the premiums Mr C wants compensation from Allianz for not dealing with his claim. For me to award a compensation payment Mr C needs to show that he made a claim which Allianz should have dealt with, but didn't. But there's no evidence to support that Mr C made a claim.

Allianz has a written record that Mr C phoned it twice, once in 2007 and again in 2010. Its notes of those calls don't show that Mr C told Allianz he wanted to make a claim for his phone to be repaired. Given the age of the calls Allianz doesn't have the call recordings. And Mr C hasn't given us the record of the conversation he says he has. Mr C hasn't been able to get evidence from the phone company to show he made any other calls to Allianz.

As there's no evidence to support that Mr C made a claim I can't reasonably make Allianz pay him compensation for not dealing with it.

Even if there was evidence that Mr C had made a claim which Allianz should have accepted, I wouldn't say Mr C should be put in the same position as having his claim met as well as having the premiums returned. That would mean Mr C would benefit from a policy he didn't pay for.

Mr C has said that if he accepts Allianz's offer to refund all the premiums he might be in a worse financial position than if Allianz had dealt with the claim. But as there no evidence that he made a claim I can't reasonably say that instead of the refund Allianz should put him in the position he would have been in had he made a claim. Even if I could, there's no guarantee he would have been in a better financial position.

Allianz's offer to refund Mr C the premiums is fair. Interest less tax, should be added as it has offered.

### **my final decision**

My final decision is that Allianz Insurance Plc has made Mr C a reasonable offer.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 October 2015.

Nicola Sisk  
**ombudsman**