

The complaint

Mrs L complains that she has been unable to claim under her mobile phone insurance underwritten by American International Group UK Limited (AIG), so she wants all the premiums she's paid refunded.

What happened

Mrs L has a mobile phone insurance policy underwritten by AIG. Mrs L pays a monthly fee for the insurance policy, alongside, but separate to her bank account.

Mrs L says she's been calling AIG daily for between two and a half to three years, and each time she is unable to reach anyone, and a recorded message says she will be called back in 15 minutes, but this doesn't happen.

As Mrs L says she's been unable to claim under her policy, she has asked for all the premiums she's paid since first taking out the policy to be refunded.

AIG said there are no records of any contact from Mrs L previously, so they declined to provide a refund. They also gave Mrs L the number should she wish to make a claim under the policy. AIG also noted Mrs L had raised concerns about her bank, and other insurance policies which aren't with them, so they directed her to her bank in the first instance.

Mrs L remained unhappy and approached this service.

One of our investigators looked into things, but she didn't uphold the complaint. She said there was no evidence of call attempts from Mrs L to AIG. And when AIG did call Mrs L back to register her device and to make a claim, she said she didn't want to and wanted to make a complaint instead. The investigator also didn't think AIG had acted unreasonably by directing Mrs L to her bank to raise her concerns which didn't relate to AIG. So, the investigator didn't recommend AIG do anything further.

Mrs L didn't agree and the case was passed to me for a final decision.

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, and whilst I appreciate it'll come as a disappointment to Mrs L, I've reached the same outcome as our investigator.

I should also clarify that this case and my final decision solely relate to Mrs L's mobile phone insurance underwritten by AIG. Mrs L has a separate complaint about other issues not related to AIG being considered separately by this service.

Mrs L has said that she has tried to make a claim under her mobile phone insurance, calling daily, for between two and a half to three years. But she says each time she gets a recorded message, which says she'll be called back but this doesn't happen.

AIG has checked its records since April 2021 when they became responsible for the policy, and having done so, they don't have any records of any contact from Mrs L. I also haven't seen any evidence from Mrs L which shows she tried to call daily for up to three years. So, in the absence of anything in support of this, I'm not persuaded it's been shown AIG has acted unfairly, therefore I'm not going to direct AIG to refund all the premiums Mrs L has paid.

I also note that AIG did call Mrs L in November 2021, as they understood Mrs L was looking to register her device and wanted to make a claim. Instead, Mrs L said she didn't want to do this, and wanted to make a complaint instead – which the agent then logged. But beyond that call, in which Mrs L didn't want to make a claim, I haven't seen any other evidence to support Mrs L was unable to reach AIG, or that AIG has acted unfairly.

Mrs L also said she had concerns about her bank, and other insurance policies she had. But as these weren't the responsibility of AIG, I don't think they acted unreasonably by directing Mrs L to her bank in the first instance.

With the above in mind, I don't think AIG have acted unfairly, so I'm not going to direct them to refund the premiums Mrs L paid for her mobile phone insurance policy.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 29 August 2023.

Callum Milne
Ombudsman