

The complaint

Miss M is unhappy with what Chubb European Group SE did after she made a claim on her mobile phone insurance.

All references to Chubb include its agents and claims handlers.

What happened

In June 2023 Miss M called Chubb as she'd received a text to say she needed to contact it if she wanted her mobile phone insurance to continue. She was told there wasn't any further action she needed to take. The following month she tried to make a claim on her policy but was told her insurance had expired.

Chubb agreed that was because of error on its part and accepted her claim. It offered to replace her Samsung Galaxy S9 with a Samsung Galaxy A13. However, Miss M didn't think that was a suitable replacement. Chubb thought it had acted in line with the policy terms in offering an A13 as a replacement as that had similar technical specifications to her existing device (which was some years old making it difficult to find a refurbished replacement). However, it accepted there had been some customer service issues during its contact with Miss M and credited her account with £100 in recognition of the impact of that on her.

Our investigator thought the compensation offered was fair and the replacement device suitable. Miss M didn't agree. She said no compensation had been provided for the incorrect information she was given about her insurance when she first contacted Chubb and she didn't agree the A13 was a suitable replacement. So I need to reach 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.

The relevant rules and industry guidelines say Chubb has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably.

I've looked first at Miss M's policy. That says (subject to the other terms and conditions) her mobile phone will be replaced if *"it stops working normally as a result of anything that happens by accident during the Period of Cover"*. However, in relation to the replacement device it says *"the replacement Mobile Phone or Connected Device will be of the same or similar specification but it may be a different model or operating system"*.

So under the terms of the policy Chubb doesn't need to replace Miss M's phone with the same one as long as the replacement it provides has the same or similar specification. I've thought about whether it's done that here. And I appreciate that in general terms the Samsung S series often offers higher performance than the more affordable A series.

But I've also taken into account that the A13 it offered Miss M was a significantly newer model than the S9 which was released in 2018 and is no longer supported by Samsung. And while the S9 appears to offer better screen resolution the A13 has a significantly better rear camera and battery life. Overall, I think it's reasonable to say it did have a similar specification to the phone it was replacing. And I don't think it was unfair of Chubb to offer it in this case.

Turning to the text Miss M received from Chubb about her insurance in June 2023, I appreciate Miss M did call following that. It's not in dispute Chubb then got things wrong. And that led to Miss M being told she didn't have cover in place when she called to make a claim on her policy. I appreciate it will have been upsetting for her to be told that.

But while Miss M says no compensation has been offered for that, I've seen a letter she was sent in relation to that issue in July 2023 which said £30 had been credited to her account. In any event I've also taken into account that this issue was resolved relatively quickly and her claim was accepted. Taking into account the impact on her of what Chubb got wrong I don't think there's anything more it needs to do in relation to this issue. And I think the £100 Chubb has already paid in relation to other customer service issues does enough to recognise the impact on Miss M of these.

My final decision

Chubb European Group SE has previously agreed to provide Miss M with a replacement Samsung Galaxy A13 and for the reasons I've explained I think that offer is fair in all of the circumstances. So my decision is that Chubb will need to provide Miss M with that replacement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 9 February 2024.

James Park
Ombudsman