

The complaint

Mr A has complained about how Society of Lloyd's (SOL) dealt with a claim under a mobile phone policy.

References to SOL include other companies involved in the claim and complaints process.

What happened

Mr A made a claim for his mobile phone when it was damaged. SOL accepted the claim and offered a settlement. Mr A complained because he was unhappy about how the claim was handled and the settlement offer.

When SOL replied to the complaint, it confirmed the settlement it had offered. It also accepted that a call could have been handled in a more professional manner, for which it offered £50 compensation.

Mr A told SOL part of his complaint hadn't been addressed. So, SOL opened a new complaint. When SOL replied, it didn't accept that the time taken to deal with the claim was unacceptable.

So, Mr A complained to this service. Our investigator didn't uphold the complaint. The investigator said the first complaint was submitted to this service out of time, so we couldn't consider it. For the second complaint, the investigator said SOL had offered a settlement within a reasonable timescale and had returned the handset when Mr A requested this and advised next steps.

As Mr A didn't agree, 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've looked at the first complaint and whether this is something I can consider. I'm satisfied that it isn't one I can look at. The complaint was submitted to this service more than six months after SOL responded to the complaint. I've considered all the points Mr A raised about the reasons for this. However, these don't change my view on whether I can look at it. So, I won't comment on the first complaint any further.

Looking at the second complaint, Mr A complained about how long SOL took to consider the claim. I've looked at the timescales involved. From what I've seen, SOL inspected the phone within a week of the claim being submitted. The same day, it made an offer to settle the claim. Mr A wanted his original handset to be returned to him because he thought he was going to be able to keep it. SOL returned the phone shortly after this, so Mr A could back up

the data on it. But SOL told Mr A the handset needed to be returned to it before it could settle the claim.

It is my understanding that Mr A didn't want to return the phone. However, it is normal for insurers to retain the damaged item when it is being replaced. So, I don't think SOL did anything unusual by saying it needed to be returned before it settled the claim. I'm aware Mr A has said he was initially told he could keep the damaged handset. However, this doesn't change my view on whether it was appropriate for SOL later to say the phone needed to be returned. SOL followed up with Mr A on a couple of occasions to find out progress on Mr A backing up the phone and to say that if he accepted SOL's offer that it didn't affect his ability to take the complaint further.

So, having looked at what happened, I think SOL dealt with the claim in a timely manner. I think it also explained what needed to happen before it could settle the claim and that Mr A could continue to pursue his complaint even if he accepted the offer. As a result, I don't uphold this complaint or require SOL to do anything further 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 A to accept or reject my decision before 24 August 2023.

Louise O'Sullivan
Ombudsman