

The complaint

Ms E has complained that Astrenska Insurance Limited have delayed and provided poor customer service when dealing with her claim for a lost phone.

What happened

Ms E contacted Astrenska about losing her phone in January 2023.

Ms E provided all the information that Astrenska have asked for, and given an explanation of why she can't provide some of the information, but Astrenska have repeatedly asked for the same data and they still haven't resolved her claim.

Ms E complained and Astrenska upheld her complaint. They acknowledged that they hadn't provided the customer service to be expected and paid her £50 compensation.

Ms E was unhappy with this response and in July 2023 she brought her complaint to us raising concerns about the delay in settling the claim and the poor customer service.

One of our investigators has looked into Ms E's complaint. He thought that Astrenska's offer was a little low and recommended that they should pay an additional £50 compensation and progress Ms E's claim because she has exhausted all possible ways of providing the information.

Ms E was unhappy with this offer, and so the matter has come to me to decide.

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.

I am upholding this complaint, and I will explain why below.

Astrenska have upheld Ms E's complaint as they have accepted that the level of service they provided falls short of the level Ms E was entitled to expect, and they have paid her £50. So I'm considering whether the sum offered for this is sufficient, and also whether they have sufficient information to process the claim.

Ms E travelled abroad on 15 December 2022. She was unable to use her phone abroad as her sim card didn't work in the country she was visiting. Her phone bills support this as they evidence no phone use during the whole of the time she was abroad until after her return on 10 January 2023.

Unfortunately, on or around 9 January, Ms E lost her phone. She believes she dropped it in a taxi, but she can't be sure as the find my iPhone facility wouldn't work because the phone wasn't connected to a local network or to Wifi.

Ms E reported the phone missing/lost on 18 January 2023 after she returned to the UK, and her provider blacklisted the phone straight away.

Astrenska started the process to validate the claim, and firstly asked for proof of location on Find my iPhone and then asked for something that showed the phone had been used prior to the loss date. Ms E provided the screen shot from find my iPhone showing that it wasn't connected and she also explained that the sim card didn't work abroad. She provided her phone bills showing no usage abroad and sent in the letter from her provider evidencing that the phone had been blacklisted. Astrenska had all that information by 13 February.

However, Astrenska were unhappy that the "last used" date which appeared on the blacklisting letter is 18 January, and Ms E's phone bill shows that there is phone usage from 12 January when she returned to the country. Ms E explained to Astrenska that her provider entered the "last used" date on the letter as the date she reported it to them, and that there was usage after she returned to the UK as she put her sim into an old phone to continue using her number. This is perfectly reasonable as she was still paying a contract.

Astrenska have asked several times for data from the IMEI number showing the date of last use, but Ms E's provider has confirmed that this isn't something that exists and so they can't provide it. The bill is the only document that will reflect usage.

On 14 April Astrenska tried to have a conference call with the provider to get confirmation, but they couldn't do so as the provider was fully automated.

I'm satisfied from the evidence here that Ms E has provided enough information for Astrenska to validate and progress the claim, and I think that Astrenska should now proceed to settle the claim in line with the remaining terms and conditions of the policy without any further delay.

In addition, I think that Astrensak have been slow to respond, have communicated poorly, and have caused unnecessary delays and inconvenience to Ms E. I agree with the investigator that the offer of £50 isn't sufficient, and that £100 more accurately reflects the inconvenience caused here.

I appreciate that Ms E has asked that we consider directing Astrenska to pay the contract payments that she has made while this is in dispute, and she also thinks she shouldn't have to pay the policy excess. However, I can't agree. The contract payments would have been due whether the phone was lost or not, and Ms E has been able to use a replacement handset in the interim, which means she has the benefit of the contract. In addition, the policy excess would always have been due, and so I can't say it's unfair for her to meet that expense.

Putting things right

In order to put things right, Astrenska should:

- Settle the claim without further delay in line with the remaining terms and conditions of the policy
- Pay Ms E £100 for the distress and inconvenience caused, deducting any payment already made.

My final decision

My decision is that I uphold this complaint and direct Astrenska Insurance Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 3 January 2024.

Joanne Ward
Ombudsman