

## The complaint

Ms P has complained that when she made a claim for a lost phone, American International Group UK Ltd (AIG) agreed to replace it under the terms of her policy, but their courier failed to deliver it. AIG say there is nothing they can do as the courier says they delivered the phone to the right address.

## What happened

Ms P contacted AIG in February 2023 after she lost her phone to make a claim for a replacement device under her tech pack policy.

The claim was accepted and Ms P paid the excess of £179 and provided the address for the replacement phone to be delivered to.

Ms P was at work when AIG say the phone was delivered on 21 March at 18.48. The courier has provided a photo of the delivery.

When Ms P returned from work that evening she couldn't find the phone. The next morning when she asked her housemates, they said there had been no delivery.

Ms P complained but AIG said that they were satisfied that the phone had been delivered to the correct address by the courier and refused to replace it. They did, however, make a compensation payment of £60 in respect of the delays in investigating the issue.

Ms P was unhappy with this response and brought her complaint to us.

One of our investigators has looked into Ms P's complaint and thought AIG's response was fair.

Ms P disagreed with our investigators view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*I have to think about whether AIG have properly fulfilled their obligations under the terms of the policy in this case.*

*Having thought about this, I'm minded to uphold Ms P's complaint and I will explain why. A claim was accepted, Ms P agreed to pay the policy excess, and she was advised of a delivery date for the following day.*

*On 22 March Ms P contacted AIG to advise that delivery hadn't take place. AIG raised an investigation straight away with their delivery contractor to investigate. The delivery contractor has provided two pieces of evidence of delivery. As no signature was required for the delivery, they have provided a screen shot showing that no signature was required but logging a time of 18.48 and they have provided a photograph. They have also sent a Google Maps screenshot of the address.*

*I've considered the evidence provided by AIG and I'm not satisfied that it shows that the device was delivered correctly.*

*As no signature was required, the most significant evidence would be the photograph of delivery. The photo provided is dark and blurry showing a white parcel on the floor and a person's foot is visible. The address of the recipient isn't readable on the label, and the package could be on the floor anywhere. There are no identifiable features in the picture to show that it is Ms P's house - no street name, house number, or coloured door that could be identified as Ms P's. There is no picture of the alleged recipient.*

*The Google Maps screenshots of the address don't assist as they only show the street view of the house. They don't prove that anything was delivered there and they aren't timed or dated.*

*And so on balance, I'm not satisfied that AIG have provided evidence of proper delivery of the replacement device, and as such they haven't fulfilled their contract.*

*AIG have confirmed that the device hasn't been barred but it has been blacklisted for retail sales from 2 March 2023. They are unable to confirm if it has been used.*

### **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.

Ms P has accepted my decision, but AIG haven't responded, and so in light of the above, I'm making my final decision in line with my provisional findings.

### **Putting things right**

In order to put things right I think that AIG should provide a further replacement device.

### **My final decision**

My final decision is that I'm upholding Ms P's complaint and direct American International Group UK Limited to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 22 November 2023.

Joanne Ward  
**Ombudsman**