

## **The complaint**

Ms W complains about Chubb European Group SE (Chubb) who provided her with a faulty device, following a claim under her gadget insurance policy.

## **What happened**

Ms W held a policy to cover her device with Chubb. Her device developed a fault, and she made a claim. Chubb accepted the claim and replaced the device. Ms W explained that the phone that she received operated quite slowly. But the device eventually developed a further fault in that the screen became detached from it.

Ms W contacted Chubb who advised her to take her phone to one of its shops. An assistant in the shop, contacted Chubb and whilst on the phone, confirmed that there was no external damage to the phone that had been caused by Ms W, but the screen had become detached.

Ms W said that Chubb told her, that as she hadn't raised an issue with the phone within the first 30 days of receipt of it, she would have to make a claim, return the phone, and pay the excess of £100, for Chubb to replace it.

Ms W raised a complaint as she said that she hadn't damaged the phone, so it was unfair that she had to make another claim and pay the excess. Chubb maintained its position in its final response. And as Ms W had been given her referral rights, she referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. He said that Chubb hadn't been fair as he didn't think it had originally supplied Ms W with a fully functional phone. He accepted that there had been a 30-day warranty but said that it should be disappplied, as there was evidence that Ms W hadn't damaged the phone and that the phone was faulty when Ms W received it. So, he recommended that Chubb provide Ms W with a new device without the need for her to make a claim or pay another excess.

Ms W accepted the view, Chubb did not. It said that Ms W had 30-days to report a fault with the phone. She didn't report it within that time period, even though she had said the phone didn't operate correctly on receipt. It said that it wasn't for around three months before the fault with the phone was reported and this meant that Ms W had caused damage to the phone. It said that she ought to make a new claim and pay the required excess, as per the policy terms and conditions. So, it asked for a decision from an ombudsman.

## **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 will uphold this complaint, for much the same reasons as our investigator. And I will explain why I think this is fair.

I've considered all the evidence and comments from both parties. And I think the main issue of this complaint, is whether Chubb was fair to adhere to the 30-day warranty period, in the circumstances of this complaint.

I have reviewed the policy terms and conditions and under the '*how we deal with claims*' section, it confirms that once a claim is accepted (and it has been decided that the phone will be replaced) Chubbs' obligation is to provide a '*fully functional phone*' that has been tested but will come from refurbished stock.

It further states that a 30-day warranty period is applicable, in the event that a fault develops with the phone.

It is agreed by both parties that Ms W didn't report the fault with her phone until around three months after she had received it. But the issue here is whether she actually received a '*fully functional phone*' to begin with. And having looked at the evidence as it stands, I'm not satisfied that Ms W received a fully functional phone. And I'll explain why.

Ms W said that when she initially received the phone, she noticed that the device ran slower but didn't report this to Chubb as she didn't see this as a major issue. However, the fault with the phone developed further until the screen detached from the phone.

Ms W has provided videos of the damaged phone. In addition, Ms W explains that she took the phone to the phone shop, and it was examined by the Chubb assistant. The assistant said that the phone showed no damage that had been caused by Ms W. The issue with the phone was the detached screen.

Having reviewed the photos, video of the phone, as well as the comments made by the Chubb assistant, I'm satisfied that there wasn't any damage caused to the phone by Ms W. I think there is enough evidence to show ( and I'm persuaded by Ms W's comments) that there was a failure of the glue that stuck the phone screen to the body of the phone.

As Chubb had the obligation under the terms and conditions to provide a fully functional and working phone, I'm not persuaded that it did just that. I say this as not only was the phone initially running slowly, but the screen eventually detached from the phone.

In addition, I note that Chubb said that it fully tested the phone prior to its dispatch. But I haven't seen enough evidence that supports that the phone was fully tested prior to its dispatch. I think had this been done, it's possible that the phone wouldn't have had the operating issue. And possibly wouldn't have had the fault with the screen.

Consequently, as I'm not convinced that the phone was fully functional, and its accepted that the phone was a refurbished phone, it's possible that the screen had been replaced at some point, before dispatch. So, I don't think it's fair or reasonable for Chubb to be able to rely on the 30-day warranty, for a phone that wasn't of sufficient quality to start with.

Accordingly, I think that Chubb ought to replace Ms W's phone without the need for Ms W to pay the excess charge. In addition, I'm satisfied that Ms W was inconvenienced by the lack of a fully functioning phone. And I think it's fair and reasonable that Chubb recognise the impact this caused on her. For this, I think it ought to pay £100 compensation, for the trouble and upset this caused.

### **Putting things right**

Taking all of the circumstances into consideration, I direct Chubb to put matters right as indicated below.

### **My final decision**

For the reasons given, I uphold Ms W's complaint.

To put matters right, Chubb European Group SE to:

Replace Ms W's device, with a fully functional phone, excluding the excess charge.

Pay Ms W £100 compensation for the trouble and upset caused.

Chubb European Group SE must pay the compensation within 28 days of the date on which we tell it Ms W accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 10 November 2023.

Ayisha Savage  
**Ombudsman**