

## **The complaint**

Mr A has complained that American International Group UK Ltd delayed for over a month in sending him a replacement phone and provided poor customer service.

## **What happened**

Mr A contacted AIG about his faulty phone in November 2021.

AIG arranged for the phone to be collected and sent to their repairer, where it was received on 26 November 2021.

Mr A made several calls to AIG to find out what was happening and raised a complaint about the delay on 12 December 2021. He received no updates and made several more calls before the repaired handset was delivered back to him on 5 January 2022.

Mr A complained and AIG upheld his complaint. They acknowledged that they hadn't provided the customer service to be expected and paid him £135 compensation.

Mr A was unhappy with this response and brought his complaint to us. He says that he had to purchase a replacement phone to use because of the delay. During the complaint process, AIG advised that Mr A had paid too much excess, and so they advised he was due a further refund of £50.

One of our investigators has looked into Mr A's complaint. He thought that AIG's offer was a little low, and recommended that they should pay £200 compensation, plus the £50 excess refund. Both parties agreed, but AIG haven't paid the agreed amount and so Mr A has asked for 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.

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

AIG have upheld Mr A's complaint as they accepted that the level of service they provided falls short of the level Mr A was entitled to expect. So, I am only considering whether the offer made adequately reflects the inconvenience caused by that failure in service.

When Mr A originally made his claim, he paid the £99 excess for a replacement device rather than a repair. The replacement device should have arrived when his was collected but it didn't. So, Mr A contacted AIG. He was advised the replacement phone would arrive by 1 December 2021, but it didn't, and he was then advised his device was repairable and would be sent back to him. As this was now a repair, his excess should only have been £49, and he was due a £50 refund at that point.

There was then a period of around five weeks in which Mr A had no phone and was frequently contacting AIG for updates about when he would receive his phone back. In these calls he was given either no or incorrect information. He was promised a call back on several occasions, but no call backs were made. I accept that this will have been incredibly frustrating for Mr A. Furthermore, as a result of the delay and uncertainty, Mr A advises us that he had to purchase another phone to see him through this period.

I think in view of the lack of contact, excessive time taken, and the failure to refund the overpaid excess, a more substantial compensation award is justified, and I agree with the investigator that an award of £200 more adequately reflects the inconvenience caused. This is in addition to refunding the £50 for the additional excess paid.

### **Putting things right**

I think that AIG should pay £200 compensation for trouble and upset caused and refund the £50 overpaid excess. AIG should deduct the £135 already paid from this amount.

### **My final decision**

My decision is that I uphold this complaint and direct American International Group UK Ltd to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 January 2023.

Joanne Ward  
**Ombudsman**