

The complaint

Miss F is unhappy with the way Chubb European Group SE handled her claim.

What happened

The background to this case is set out under my provisional findings. In summary, Miss F was unhappy with Chubb because it couldn't replace her Galaxy Fold 2 phone, it also wouldn't pay the repair costs. Instead, it offered to replace her Fold 2 with a Samsung S23 Ultra. Miss F, unhappy with that, brought her complaint to the ombudsman.

Chubb said Miss F's phone was uninsurable because it didn't stock that particular phone model. It accepted an insurable event had taken place, however, it offered Miss F the S23 Ultra saying it was a better phone. Chubb accepted it'd caused delays handling her claim because it took two months to tell her it was unable to supply the phone model she wanted. And so, it offered to reduce her excess by 50% and gave her £20 credit.

Our investigator didn't think that was fair. He said Chubb should source a Galaxy Fold 2 for Miss F. He said the folding feature was unique to that particular model and that it was a key feature that Miss F was particularly interested in.

Chubb requested an ombudsman consider the complaint. I reached a different opinion to that of our investigator. I said the policy terms made it clear that Chubb might not always offer a like for like replacement handset. I also didn't consider the folding ability to be part of the phone's core functionality. I highlighted that the S23 Ultra was technologically superior to the Fold 2 and was also of higher value. I didn't think Chubb had disadvantaged Miss F and therefore thought the S23 Ultra was a fair option in the circumstances. I thought Chubb should pay £100 compensation to Miss F for the overall distress and inconvenience caused by not handling her claim promptly.

I invited both parties to provide further comments before reaching my final decision. Miss F said she was unhappy that she couldn't receive a like for like replacement, however, accepted my provisional findings. Chubb also accepted my provisional decision. And so, I must now make that decision final.

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.

As both parties have accepted my provisional decision, there's nothing further for to address in the circumstances of this complaint. My provisional decision will now become final in the circumstances of this complaint.

My final decision

I'm upholding Miss F's complaint. Chubb European Group SE must now comply with the findings of my provisional decision and pay £100 compensation to Miss F. It must also make

arrangements to send her the S23 Ultra handset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 24 October 2024.

Scott Slade
Ombudsman