

## **The complaint**

Mr S complains about the service he received from Helvetia Global Solutions Ltd when he made a claim under his mobile phone insurance policy.

For ease, any reference to Helvetia also includes its agents.

## **What happened**

In early February 2023, Mr S lost his mobile phone. He made a claim to Helvetia and received a replacement phone a few days later. In mid-March 2023, Mr S contacted Helvetia to say there was a white dot on the screen which had been there since the phone was delivered. Mr S said he needed his phone for work and so he wasn't able to give the phone over for inspection. Helvetia asked for photos to show the issue, which Mr S provided. A doorstep exchange was arranged, and Mr S was given a replacement phone.

The returned phone was inspected by the supplier who said that the white dot was actually caused by impact damage – it said it wouldn't have sent the phone to Mr S with that type of damage. As it had been five weeks between Mr S receiving the phone and reporting the damage, Helvetia said it believed the damage had occurred after the phone had been delivered. It said that as this wouldn't be covered by the manufacturer's warranty, it would consider this as a new claim and therefore Mr S would need to pay the policy excess under the policy.

Mr S was unhappy about this decision. He reiterated that the damage was there at the time the phone was delivered to him – and he said he had notified Helvetia of this in a call a few days after the phone was delivered. Helvetia looked into his complaint but didn't change its stance. It said it had no record of any call to or from Mr S after delivery of the phone. Mr S brought his complaint to this service.

Our investigator looked into the matter but didn't uphold the complaint. She said that the inspection report suggested it was impact damage rather than an internal issue with the phone. As there was no evidence of this being reported when the phone was first received, she thought that Helvetia wasn't acting unfairly by asking Mr S to pay a further excess. Mr S disagreed with our investigator's view. As no agreement could be reached, the matter has been passed 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 fully appreciate that Mr S feels very strongly about this matter and has made numerous points about the service he received. But it is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr S. Rather it reflects the informal nature of our service, its remit, and my role in it.

Mr S has said that the replacement phone he received from Helvetia, following his initial loss claim, was damaged when he received it. Helvetia says the phone is suffering from impact damage and that it wouldn't have released the phone with such damage. It therefore falls to me to decide what, on balance, I think is more likely to have happened.

I've carefully considered this matter and, while I don't wish to disappoint Mr S, I'm not persuaded that Helvetia has acted unfairly. I'll explain why.

Mr S received the replacement phone on 10 February 2023, however, the damage to the phone wasn't reported to Helvetia until mid-March 2023 – nearly five weeks later. This phone was a replacement following a claim and so I think Mr S would have expected it to be in good working order. If Mr S had been sent a phone with screen damage, I think it is more likely he would have contacted Helvetia much sooner.

I'm aware Mr S has said he did report the damage during a call made a few days after receiving the phone. Helvetia has said it has no record of a call with Mr S after the delivery of the phone until he made contact in mid-March 2023. It has also checked with its phone supplier who cannot locate such a call. Our investigator asked Mr S if he had any evidence, but he has been unable to provide any further details - Mr S said this is because the call was made on a different phone number as he didn't have a working handset. I've thought about this point but as Helvetia hasn't been able to find any trace of this call, and Mr S has been unable to provide evidence to show that this call took place, I cannot conclude, on balance, that Mr S did notify Helvetia earlier than mid-March 2023. So, this doesn't change my outcome on his complaint.

Mr S has said that Helvetia accepted the damage to the phone when he sent the photographs in and agreed to replace it in a doorstep exchange – so therefore he should not be charged an excess for another claim. While I appreciate his point, it wasn't until the suppliers received the phone for a visual inspection that the extent of the damage – which has been described as impact damage – became apparent as opposed to the initial belief that this was an internal issue with the screen. So, I don't think it is unreasonable for Helvetia to have decided on this course of action, following receipt of the phone.

Taking everything into account, I'm satisfied that Helvetia has acted fairly when considering this damage as a further claim on Mr S's policy and charging the appropriate excess for this phone to be repaired. I don't require it to do anything different.

### **My final decision**

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 March 2024.

Jenny Giles  
**Ombudsman**