

## **The complaint**

Miss C's complaint is about a claim she made on her Helvetia Global Solutions Ltd ('Helvetica') mobile phone insurance policy.

Miss C says Helvetica treated her unfairly.

All references to Helvetica include their claims handlers.

## **What happened**

Miss C made a claim on her Helvetica mobile phone insurance policy for repairs to her phone for a broken screen. Helvetica accepted the claim and arranged for their repairers to fix the phone. The screen was replaced and the phone was returned to Miss C.

Miss C says that when she received the phone, she started having problems with the signal on it. She contacted Helvetica about this. They suggested she contact her network provider, which she did. Miss C says her network provider revised her phone remotely, but this made no difference to the problems she was experiencing. As such she was advised by the network provider that the problem was with the phone itself rather than the SIM or the network.

Helvetica said that Miss C could send the phone back to their repairer to review. Miss C did this but when she received the phone back the problems continued. She reported this to Helvetica accordingly.

Helvetica said their repairers could review the phone again and that Miss C could send the phone back. By this point Miss C was travelling and so didn't respond immediately. Upon return she took her phone to a local repairer to review. The repairer said the fault was either with the logic board or the screen and that the phone also required some remedial repairs in the form of replacing the charging port, which were completed- although this didn't rectify the problem with the signal issue.

Helvetica referred this to their repairer who concluded that as the phone had been taken apart, the warranty had now been invalidated and that they could no longer be certain what the cause of the problems were if they reviewed the phone. Because of this Helvetica concluded that if Miss C wanted her phone repaired, she would need to make a further claim under the policy and pay a further excess. Unhappy, Miss C complained to the Financial Ombudsman Service.

Our investigator considered Miss C's complaint and concluded that it should be upheld. He said it was reasonable for Helvetica to now replace the phone given they couldn't rectify the problems which were ongoing and arose immediately after Miss C's phone was initially repaired. Helvetica don't agree so the matter has been passed to me to determine.

## **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 uphold Miss C's complaint for broadly the same reasons as the investigator.

The starting point is the policy terms. They cover accidental damage to the phone and offer a repair or replacement of it within 24 to 72 hours.

In this case Miss C's phone screen was replaced and the phone was sent back to her. It's clear from her testimony that there were problems with the phone signal after she received her phone back from Helvetica's repairers. And I agree that it was reasonable for Helvetica to offer for the phone to be reviewed again by those repairers which Miss C agreed to, but when the problems persisted after this and had caused considerable disruption for Miss C whilst she was abroad, I also think it was also reasonable for Miss C to seek her own advice.

It's clear that Helvetica's repairers did not identify any problems with the phone on the two occasions it was with them. Helvetica's offer of the phone being returned to them for a third time, this time with the SIM card inside it, wouldn't have likely resolved the issue, given their earlier diagnostics which were said to be thorough. And returning the phone with the SIM card inside it would have put Miss C to considerably more inconvenience as she wouldn't have been able to use her phone line at all during this time. So, I think it was fair for her to seek her own evidence on the cause of the fault. Although her repairer wasn't able to fully identify the cause of the problem, the advice was that there was a fault that needed rectifying.

Helvetica's position is that Miss C has invalidated the warranty by going to her own repairer and so she will need to make a further claim on the policy and pay a second excess. I don't agree. Miss C did give up use of her phone initially for the phone to be reviewed again by those repairers, but they didn't find anything wrong with the phone when it's clear there were still problems. And as I've said above, I don't think those repairers would have found anything wrong with the phone again- whilst further inconveniencing Miss C by leaving her without her phone and this time the phone line itself because the request was for the phone and the SIM. And I'm satisfied that the person Miss C sought advice from didn't do anything significant to the phone like attempt a repair other than to replace the charging port which might have solved the problem. There is for example no reference to their trying to replace the logic board or the screen. So, it's unfair for Helvetica to now decline the claim and request that Miss C pays a new excess to have the phone reviewed.

This isn't in my view a new claim- it's a continuation of the old claim as a result of something that went wrong when the phone screen was replaced, whatever that was. That's not Miss C's fault and therefore not something she should be put to cost to seek remedy for by paying a new excess. Because of this I've set out what Helvetica should do to put things right below.

**Putting things right**

Helvetica should now make arrangements to replace Miss C's phone in accordance with the terms of the policy.

**My final decision**

I uphold Miss C's complaint and direct Helvetica Global Solutions Ltd to put things right as I have set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 13 June 2024.

Lale Hussein-Venn  
**Ombudsman**