

## **The complaint**

Mrs E complains about the way WDP Insurance Limited responded to her claim after she accidentally damaged her mobile phone.

## **What happened**

Mrs E had mobile phone insurance underwritten by WDP. She claimed under the policy after her phone was damaged. WDP asked Mrs E to pay the excess and send the phone for repair. Because Mrs E didn't send the phone, WDP then charged her a non-return fee.

Mrs E complained to WDP that it hadn't made her aware of the policy excess or non-return fee. She needed to wipe her personal data from the phone, which she didn't know how to do, so she didn't send her phone to WDP.

WDP looked into Mrs E's complaint. It told her the fees were clearly stated in the policy, so it didn't think Mrs E had been treated unfairly.

Mrs E remained unhappy with its response. She said she was no longer using the damaged phone, but she was still making payment. Mrs E thought WDP should refund her premiums, so she brought her complaint to this service.

Our investigator didn't uphold Mrs E's complaint. He said WDP's response to Mrs E was consistent with the policy wording, so there was no reason for it to refund her premiums.

Mrs E didn't agree. Her comments were largely about the complaints process, but she made it clear that she still felt WDP had treated her unfairly.

The complaint was 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.

After doing so, I've decided not to uphold Mrs E's complaint.

There's no dispute about the actual claim – the phone screen was accidentally damaged. The issue of complaint is about WDP's request for payment of fees. For me to uphold Mrs E's complaint, I'd need to be persuaded that, on balance, WDP didn't handle the claim in line with the policy.

Looking at the evidence, WDP charged two fees. One is the excess which is payable immediately upon making a claim. The second is a fee charged for failing to return the phone to WDP for assessment as requested.

Mrs E said no one ever told her about the additional fees. Turning to the policy, it confirms that payment of the policy excess is required when registering a claim. The policy also confirms that if the mobile isn't sent to WDP, it will charge a non-return fee. That's because

WDP processes the replacement phone before receiving the damaged phone. In its response to Mrs E's complaint, WDP provided the relevant policy wording. I'm satisfied that Mrs E was made aware that her policy had an excess and that she'd be charged a fee for failing to return her phone. Therefore, I think WDP responded fairly to Mrs E's claim.

Mrs E wants WDP to refund her premiums in full because she has a device she isn't using, yet she's still paying. I've looked at all the evidence, but I haven't seen anything to indicate WDP acted unreasonably. It responded promptly to Mrs E's claim, though she chose not to follow the full process. WDP directed her to customer services for assistance with removing sensitive information from her phone so she could send it for repair or replacement. And the option was available to Mrs E to cancel the policy.

Overall, the evidence indicates that WDP handled Mrs E's claim in line with the policy terms and conditions, but it was unable to progress the claim because Mrs E didn't send her phone. I won't be asking WDP to do any more here.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold Mrs E's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 5 September 2023.

Debra Vaughan  
**Ombudsman**