

## **The complaint**

Miss E complains about the way Helvetia Global Solutions Ltd (“Helvetia”) handled a claim on an accidental damage and breakdown insurance policy.

Helvetia’s agents were involved in this matter, but for ease I’ll refer to their actions as Helvetia’s own.

## **What happened**

The details of this complaint are well known to both parties, so I won’t repeat them here. Instead, I will focus on the reasons for my 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.

In 2020 Miss E purchased a laptop. She took out an accidental damage and breakdown insurance policy for it with Helvetia. In 2022 Miss E reported a fault(s) with the laptop. Helvetia accepted the claim. I find this was appropriate given the nature of the reported fault(s) and what the policy covered.

The claim was reported on 21 September 2022. I can see from Helvetia’s records the laptop was collected, assessed, parts ordered, repaired and returned, with Miss E getting it back on 12 or 13 October 2022. While I accept Miss E considers she was without her laptop for longer than necessary, I find this repair time reasonable.

On 13 October 2022 Miss E contacted Helvetia to say the laptop wasn’t connecting to the internet and suggested it had been tampered with by Helvetia’s engineer. Miss E asked for the laptop to be reassessed by a different engineer and for a call from a senior manager. Helvetia agreed to this, which I find was appropriate given Miss E’s concerns.

The laptop was collected, assessed, repaired, and returned to Miss E on 27 or 28 October 2022. Again, I don’t find this timeframe unreasonable. Helvetia’s records show the fault was diagnosed as a software issue which, despite not being covered by the policy, was repaired as a gesture of goodwill. I find this was fair and reasonable.

Miss E is dissatisfied because, in her view, the software issue was caused by the engineer who performed the first repair. So she considers Helvetia responsible for being without her laptop during the second repair. And she says as the same engineer who completed the first repair completed the second repair, she didn’t feel safe using the laptop when it was returned to her the second time. She says as a result she acquired a new laptop.

I’m not persuaded Helvetia’s engineer tampered with the laptop. While the software issue may have coincided with the first repair, I have seen no compelling evidence to show this was because of something Helvetia’s engineer did. Nor have I seen compelling evidence to

show the laptop, when returned to Miss E the second time, wasn't fully functional. It follows I can't fairly require Helvetia to pay Miss E the value of the laptop.

I'm persuaded Helvetia provided poor customer service. It said it would pass the laptop to a different engineer and didn't. And it said a senior manager would call her, which didn't happen. Following our involvement Helvetia has offered to pay Miss E £100 compensation – in total - in recognition of the distress and inconvenience its poor customer service caused her. I consider this sum fairly reflects the impact its failings had on Miss E.

### **My final decision**

I uphold this complaint and require Helvetia Global Solutions Ltd to pay Miss E £100 compensation – in total – in recognition of the distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 28 March 2023.

James Langford  
**Ombudsman**