

The complaint

Mr B has complained Vodafone Limited did nothing when he complained about the condition of his mobile phone.

What happened

Mr B entered into a fixed-sum loan agreement with Vodafone in August 2021, despite not receiving the mobile device until later. He was due to pay £43 a month for three years.

Very soon after Mr B was in a serious accident. This limited his ability to repay his credit agreement.

He contacted Vodafone in June 2022 to discuss his repayment options as he knew that his most recent payment would not be made properly. Over the next 18 months Mr B made repayments towards his phone that he'd agreed with Vodafone that were not always in line with the requirements of the credit agreement.

Mr B believed he'd told Vodafone in June 2022 of the problems he was having with his phone screen. So in 2024 when he was told it would cost £500 to repair, he believed Vodafone should have done more to help him.

He was also told that Vodafone wouldn't renew his credit agreement because of the difficulties he's had in meeting repayments. Mr B was unhappy at the impact these had had on his credit record. Vodafone confirmed they would do nothing further to help (although made a goodwill payment of £50 towards the costs of his airtime).

Mr B brought his complaint to the ombudsman service.

Our investigator felt that Vodafone had done nothing wrong.

Unhappy with this outcome, Mr B asked an ombudsman to consider his complaint.

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've reached the same outcome as our investigator. I'll explain why.

Where there is a dispute about what happened, I have based my decision on the balance of probabilities. In other words, on what I consider is most likely to have happened in the light of the evidence.

There are two elements to Mr B's complaint – the condition of his phone which he argues he confirmed to Vodafone as far back as June 2022 and the impact on his credit record of his late payments.

I appreciate the strength of Mr B's feeling about this case and I note the copies he's provided

to us confirming his contact with Vodafone throughout the case history. I've also seen what he's kindly provided to us about his medical condition and the support he's been receiving since the serious accident he was in.

Firstly, there is no evidence from Vodafone that Mr B contacted them about the condition of the phone as far back as June 2022. But I appreciate Mr B has stated otherwise and I've taken this into consideration.

However, as our investigator explained in detail the Consumer Rights Act provides the regulatory framework which we consider when looking at the condition of items. There's no dispute that even at the earliest Mr B mentioned problems he may have been having with his screen in June 2022. This was more than six months after he'd had his mobile phone, so I'd expect to see additional evidence that any faults were the responsibility of Vodafone. Mr B has provided nothing to enable me to consider this further.

Overall, I'm satisfied that I can't consider Vodafone to be responsible for any faults Mr B had with his phone.

I know Mr B feels that Vodafone should have acted under the warranty. This isn't a consumer credit product so I'm unable to consider complaints about warranties.

I've also looked at the late payment markers Vodafone added to Mr B's credit record. Mr B accepts that he was unable to always meet the payments of £43 due every month. He, however, did make payments in accordance with the agreement he had with Vodafone. But I can see from correspondence Vodafone sent to Mr B, for example a letter dated 14 March 2023, that he knew late payment markers would be added to his record as he wasn't making the payments as due under his credit agreement.

I can understand why Mr B is unhappy with Vodafone but I'm not going to ask them to do anything further.

My final decision

For the reasons given, my final decision is not to uphold Mr B's complaint against Vodafone Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 April 2025.

Sandra Quinn
Ombudsman