

The complaint

Mr H is unhappy about the way HELVETIA GLOBAL SOLUTIONS LTD (Helvetia) handled his claim under his furniture protection insurance policy.

Mr H is represented in his complaint, but for ease I'll refer to him throughout.

What happened

Mr H bought a sofa from a furniture retailer and took out a policy provided by Helvetia to cover it against accidental damage or stains.

In October 2024 Mr H was cleaning his home as his tenancy had ended and he was moving out. He tripped and splashed a quantity of bleach onto the sofa. He contacted Helvetia and made a claim.

Helvetia sent a technician who reported on the damage. The technician also reported that they thought Mr H was acting as a landlord at the end of a tenancy, rather than as a tenant. If Mr H was the landlord, this would mean that Helvetia's policy wouldn't cover the damage to the sofa.

Helvetia asked Mr H for evidence he was the tenant. Mr H provided a copy of a council tax notice. Helvetia said that wouldn't prove he was the tenant and asked for a copy of his tenancy agreement. It said it would consider his claim if he did this. Mr H said he wouldn't provide any further evidence.

Helvetia cancelled the remaining part of Mr H's policy because of his behaviour towards its staff. It gave Mr H a refund of the remaining part of his premium. But it said it would consider his claim if he provided the evidence it asked for.

Mr H later provided the tenancy agreement and his claim was settled.

Mr H had brought his complaint to this service. He said he'd never told Helvetia he was the landlord, and its initial refusal of his claim and request for further information had caused him significant distress and inconvenience.

Our investigator looked into it and thought it wouldn't be upheld. He said he thought Helvetia reasonably asked for the proof it needed.

Mr H didn't agree with the view. He said he thought Helvetica should have used common sense to decide he was a tenant and pay his claim. He also said no mention had been made of reasonable adjustments that should have been made for him given that he says Helvetica's mistake was 'obvious'.

Because Mr H didn't agree with the view, his complaint has been passed to me to make a 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 his response to the view, Mr H said that he didn't think B made reasonable adjustments for his needs. I need to say that I can't see Mr H raised this specific issue as part of his complaint to Helvetica so I don't think I can consider this part of his complaint here. But I will comment that I can see Helvetica said in its evidence that it wasn't aware of Mr H's needs until his representative told it at a later point in the claim.

Having read the file of evidence I've been provided, I'm not upholding this complaint. I'll explain why.

Mr H has repeatedly said Helvetica didn't use 'common sense' when deciding to ask for evidence of his tenancy during the early stages of his claim. I can see from the file that Helvetica's technician reported that Mr H was acting as a landlord when it inspected the damaged sofa. Mr H, and his representative who was also present, are adamant that Mr H didn't say he was a landlord.

I've thought carefully about this, and from the information I have, I think it's fair I say this was a misunderstanding of the situation and Helvetica's technician made a mistake.

As the information reported to Helvetica wasn't correct, it led Helvetica to initially decline the claim and later ask Mr H for evidence about his status when he complained. I can see this caused a minor delay to his claim. I'll also mention that the sofa was in storage due to the bleach smell from the damage, so I think the inconvenience caused to Mr H from the delay was minor.

It's Helvetica's responsibility to check the information it had. And this may mean asking Mr H for more evidence. Looking at the file, I think Helvetica asked for this reasonably quickly and followed it up when Mr H responded.

When Mr H provided it with a letter about council tax, Helvetica then told him it needed further evidence as the letter he'd provided didn't confirm he was the tenant. The relationship between Mr H and Helvetica deteriorated around this time, but I think Helvetica acted clearly and fairly in how it dealt with him and communicated what it needed to see to be able to settle his claim.

Ultimately, Helvetica decided to cancel Mr H's policy, refunding him the unused portion of his premium. When it did this, it agreed to consider the claim if Mr H provided the evidence. As I mention above, he then sent this, and the claim was completed around the end of November 2024. I think its actions were fair and reasonable.

So, although I think Helvetica made an error in how its technician reported the wrong information about Mr H's tenancy, which delayed the claim at the start, his refusal to supply the supporting evidence caused a longer delay.

I can see Mr H found the process frustrating, but I reasonably think he could have provided the information needed by Helvetica sooner and this likely would have meant his claim was settled much faster.

It follows that I'm not upholding this complaint and I'm not going to ask Helvetica to take any further action.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 15 April 2025.

Richard Sowden
Ombudsman