

The complaint

Miss K has complained that Telefonica Seguros y Reaseguros Compania Aseguradora S.A.U. ("Telefonica") charged her a higher excess payment for next day delivery of her replacement phone, even though the phone was delivered late.

What happened

In December 2024, Miss K made a claim under her policy with Telefonica for a replacement phone. She opted to pay the £90 excess under the policy, as it came with a next day delivery service. However, the replacement phone was not delivered to her the next day.

She complained to Telefonica and asked for the excess to be waived. It said in its response that it acknowledged there was a delay in getting her replacement phone to her and that this would've caused her inconvenience. So it apologised for this and offered her £50 compensation.

Miss K didn't accept Telefonica's response. She said it should have waived the entire £90 fee. So she referred her complaint to this service. Our Investigator considered the complaint, but didn't think it should be upheld. The Investigator said Telefonica's offer was in line with what we'd normally recommend in a case like this.

Miss K didn't agree with our Investigator. She said she had chosen the £90 option because it was clearly advertised as providing a next day delivery service, that the delays caused her more than a minor inconvenience, and that the £50 offered did not reflect the inconvenience caused to her. So the complaint has now come 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Miss K and Telefonica have provided. Instead, I've focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

- I've checked the terms and conditions of Miss K's policy with Telefonica. And I can see that different excesses are applicable depending on the type of service required. The options for damage claims include a seven day delivery service or a next day exchange service. Miss K selected the next day service at a cost of £90. This means she rightly expected her replacement phone to be delivered sooner than it was.
- However, there were some delays in the lead up to the order being placed. Miss K initially made the claim on 23 September 2024. She was asked to disable a phone feature before the claim could proceed further. Miss K was sent a message asking her if the claim was still required on 9 October. And on 25 October the claim was

marked as abandoned. On 2 December Miss K got in touch with Telefonica again to raise a new damage claim for the same device. The claim was reviewed and approved. On 3 December Miss K spoke to Telefonica and disabled the phone feature as required. The replacement device was then ordered.

- I've listened to the call recording from 3 December in which the delivery of Miss K's replacement phone was discussed. Once the order was placed, the advisor let Miss K know there were delivery delays due to a warehouse incident and Miss K said she needed the phone by Friday at the latest. The adviser agreed to make a note of Miss K's request.
- Miss K then explained during the same call that she was paying £90 for a next day delivery service and that she wanted to make a complaint. The adviser explained that the £90 was the excess payable as that was the option she had chosen, but that he would log her complaint. I don't consider that this response was particularly helpful as I think at that point the adviser could've discussed further options with Miss K, such as allowing her to pay the lower excess instead, knowing that the phone wouldn't be delivered the next day in any event.
- Miss K received her replacement phone on 13 December. This means there was a delay of over seven days, but I can also see that this was in part due to a few failed delivery attempts on 11 December and 12 December. I consider there to have been some loss of expectation as I can tell Miss K was disappointed that the phone would not arrive the next day. But I'm satisfied Telefonica has compensated her for this disappointment.
- I'm not persuaded that Telefonica should waive the entire £90 excess. Miss K would've had to pay £60 for the seven day delivery service – and I can see Telefonica has factored this into its consideration of her complaint. It offered her £50 compensation for the delays. This means she effectively paid an excess of £40 for her replacement phone. As this was £20 less than she would've paid for the cheaper seven day service, I'm satisfied it was a fair and reasonable offer from Telefonica and in line with what I'd expect in a case like this.
- I'm also satisfied, from what I've seen, that Telefonica considered the impact this situation had on Miss K. In offering Miss K £50 for the delays, I can see that it also considered any inconvenience she experienced and whether she had any specific vulnerabilities. In the circumstances, £50 compensation is in line with what I would've awarded had no offer been made in this case.

It follows therefore, that as I consider Telefonica has fairly compensated Miss K for the late delivery, I'm not going to require it to do anything further in relation to this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 26 July 2025.

Ifrah Malik
Ombudsman