

The complaint

Mr B is unhappy with the service provided by WDP Insurance Limited (WDP) when making a claim on his mobile phone insurance policy.

What happened

Mr B took out mobile phone insurance with WDP. Following a successful claim made under his policy, Mr B raised complaints with WDP about its nominated courier failing to deliver his parcel properly each time. It was left outside his front door in full view.

Mr B raised complaints in January 2024, March 2024, September 2024, October 2024, and March 2025 all relating to his parcel being left outside his front door instead of delivering it in line with the correct delivery processes.

Following each complaint, WDP accepted the service provided by its nominated courier had been poor and paid Mr B £25 each time in recognition of the poor service, and impact on Mr B. Mr B rejected these findings, saying the compensation doesn't reflect the distress caused, and referred his complaint to the Financial Ombudsman Service in March 2025.

The Investigator said because of our rules we couldn't look at some of the previous complaints made by Mr B. For the complaints we could consider, the Investigator said WDP had reasonably recognised the impact on Mr B with its compensation offer and didn't ask it to do anything more in settlement of Mr B's complaint. Mr B rejected these findings.

As the complaint couldn't be resolved, it has been passed to me for 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.

I thank Mr B for taking the time to explain everything that has happened throughout the years when making claims through his policy with WDP. I understand it has been a stressful time for Mr B. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

Jurisdiction

The rules about complaining to the ombudsman set out when we can – and can't – look into complaints. In my decision, I've explained what this means for Mr B's complaints.

We operate under a set of rules laid down by Parliament under the Financial Services and Markets Act 2000, published by the Financial Conduct Authority and known as the DISP rules. These set out the extent of our powers, including the time limits that apply to our complaints.

DISP 2.8.2 says:

“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service:

1) more than six months after the date on which the respondent sent the complainant its final response...

unless:

3) in the view of the Ombudsman, the failure to comply with the time limits in DISP 2.8.2... was as a result of exceptional circumstances; or...

5) the respondent has consented to the Ombudsman considering the complaint...”

WDP hasn't consented to our Service considering the merits of Mr B's complaints that it responded to in January 2024 and March 2024. I need to determine whether these complaints were made to the Financial Ombudsman Service in time.

WDP's final response letters stated that Mr B had six months within which to refer his complaint to this Service if he remained dissatisfied. And it made clear that it wouldn't consent to this Service considering the complaint if it was made outside of the six-month timeframe required. Mr B didn't contact us until March 2025 which is outside the six-month timeframe. So, according to the rule I've referred to above, he's made his complaint about the responses received in January 2024 and March 2024 too late.

The only way I can set aside this time limit is if there were exceptional circumstances for Mr B not being able to refer the complaint to us. But the bar for exceptional circumstances is a high one – the example given in DISP is someone being incapacitated. Mr B hasn't given any reasons for the late referral of these complaints. I also note he was in communication with WDP during this time. So, I'm not persuaded exceptional circumstances apply here.

For the reasons explained, I don't think we can consider Mr B's complaints relating to the final response letters issued in January 2024 and March 2024. I understand that this decision may be disappointing for Mr B and I'm sorry that we can't help him with these complaints.

Parcel left outside Mr B's front door

In line with our rules, my final decision is concerned with the impact on Mr B following the complaint addressed in the final response letter issued in September 2024, October 2024, and March 2025.

WDP accept that its nominated courier didn't follow the correct delivery process when Mr B's parcel was left outside his front door each time. It's not disputed that WDP's service was poor. Mr B was left complaining about the same issue several times. Each time the response from WDP made Mr B think that the next delivery would be done properly. Only this wasn't the case, and instead Mr B was let down time after time.

When a business fails to handle a claim in line with the way we'd expect, we consider the impact on a consumer, and what a business needs to do to put things right. Mr B says WDP should refund his premiums. But I haven't seen any evidence to say that this would be a fair outcome given Mr B has benefitted from his policy each time after making a successful claim.

I accept that Mr B must've been caused some upset and inconvenience in knowing that the parcel had been left outside in full view, and that this happened repeatedly despite Mr B making a complaint each time.

I've considered WDP's offer of £25 in response to every complaint made by Mr B. And although disappointing for Mr B, I'm broadly satisfied this amount is fair and in line with what I'd direct in the circumstances. I say this because although the parcel was left out, Mr B was successfully able to benefit from delivery of his phone each time. I haven't seen any evidence to suggest that by leaving Mr B's parcel outside the front door, this impacted the parcel itself, or the contents.

I recognise Mr B's strength in feeling about his complaint. But overall, the impact of WDP's poor service is limited to Mr B's frustrations with WDP not handling the claim as he was expecting. I agree this is poor claims handling. But the impact of the poor handling doesn't extend to the insured item itself- in this case, Mr B's mobile phone.

Despite the poor delivery, WDP still fulfilled what we'd expect it to do under the terms of Mr B's contract. Our awards are not punitive but are instead made in reflection of any consequential financial losses, along with consideration for any upset, inconvenience, trouble, or distress caused to an eligible complainant.

All things considered I'm persuaded WDP's compensation represents what went wrong with the handling of the claim each time, whilst also recognising the claim was fulfilled in line with what we'd expect under the terms of the policy. So, for the reasons explained I won't be asking WDP to do anything more in settlement of Mr B's complaint.

My final decision

My final decision is that WDP Insurance Limited isn't required to do anything more in settlement of Mr B's complaint.

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

Neeta Karelia
Ombudsman