

## **The complaint**

Mr H complains about a repair claim he made on a gadget insurance policy with Domestic & General Insurance Plc.

## **What happened**

Mr H made a claim on his gadget insurance policy as he had issues with his ipad turning on and off. D&G accepted the claim and replaced the battery on the device.

Mr H complains that when the device was returned to him the operating software would not load properly and some of the functions on the ipad were lost.

D&G said the policy Mr H had didn't cover any software issues and therefore it could not help him further. It said for data security reasons it would be unable to assist him in overcoming the problems he was having. It suggested he speak to the manufacturer.

Mr H took the device to the manufacturer, and it ran through some diagnostic testing. It contributed the problems Mr H was having with the device to the repair that had been undertaken. Despite being made aware of this information, D&G's position remained that it could not help him further.

Our investigator looked at the complaint and thought it should be upheld as Mr H's device only suffered issues once it had been returned from repair. He said that D&G should arrange for the software issues to be looked into and resolved.

D&G disagreed and asked for an ombudsman to review the complaint.

## **My provisional findings**

I issued my provisional findings on 6 December 2022. I said I intended to uphold the complaint for the following reasons:

*"Having initially looked at this complaint I asked D&G to provide me with more information regarding the repair that was undertaken, it's repairer's claim file, copies of calls Mr H had with its handlers and the report from the quality inspection which should have been undertaken before the device was returned to Mr H. D&G explained it was unable to obtain this information, but it did supply me with the initial notes taken when the original claim was first reported.*

*Where the evidence is incomplete, as it is here, I have to make my decision based on the limited information that is available and what I think more likely than not happened in the circumstances.*

*I intend to uphold the complaint and direct D&G to replace the device in line with the criteria set out in the policy. I do so for the following reasons:*

- *Mr H has evidenced the issues he is experiencing with the device which only occurred after it was returned to him. The report from the manufacturer confirms this.*

- *On one of the calls D&G was able to provide, the repair agent mentioned the manufacturer had said the fault was with the main board. Which is a component in the device that I understand has to be displaced in order for a new battery to be fitted – the original repair that took place.*
- *While the repair agent also commented Mr H was unable to remember his credentials when speaking to them and this might be the issue, I'm more persuaded by the report from the manufacturer here as it wouldn't have been able to obtain the information it did without Mr H being able to supply that information.*
- *While the fault now appears to be with the software on the device failing to load, I think it is more likely than not this has happened as an unintended consequence of the repair.*
- *D&G has explained that for Data Security reasons it is unable to deal with software issues and as such, a repair in this instance isn't possible. I therefore think D&G should now replace the device in line with the terms and conditions of the policy".*

### **Responses to my provisional findings**

Both parties responded before the deadline set out in my provisional findings.

D&G acknowledged receipt of the decision and confirmed it didn't have anything more to add.

Mr H said that while he was happy with the decision, if possible, he would prefer to have a replacement device, rather than a cash settlement. He also mentioned generally that he was unhappy the complaint had to go this far to be resolved and made observations about the way in which D&G handled his claim and complaints.

### **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.

Given both parties have accepted what I set out in principle I see no reason to depart from my original findings. So, for the same reasons as set out in my provisional decision, I think D&G should now take steps to replace the device in line with the terms and conditions of the policy.

I'm not able to direct how D&G specifically settles this claim as this will be its decision to make in line with the terms and conditions, however it can note from this decision, Mr H's preference.

I understand Mr H's frustration about how this matter was handled, however I don't intend to make any additional award here.

### **Putting things right**

D&G should replace the device in line with the terms and conditions of the policy.

### **My final decision**

My final decision is that I uphold Mr H's complaint against Domestic & General Insurance Plc. I direct it to put matters right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 January 2023.

Alison Gore  
**Ombudsman**