

## **The complaint**

Mr K complains about London General Insurance Company Limited (LGI), and the repairs completed to his television after he made a claim on his Accidental Damage insurance policy.

## **What happened**

When Mr K purchased his television, he took out an Accidental Damage insurance policy underwritten by LGI.

Unfortunately, Mr K's television screen was accidentally damaged in January 2023. So, he contacted LGI to make a claim on his policy. LGI accepted Mr K's claim on 26 January, and they instructed an engineer, who I'll refer to as "E", to attend Mr K's home and repair the television on their behalf. As E were working on behalf of LGI, LGI are responsible for E's actions during the claim process.

E didn't attend Mr K's home until 15 February. And after they had completed the repair, there was an issue with the television's sound. Mr K was unhappy about this, as he felt the way E had completed the repair had led to the sound issue. LGI agreed to send E back to Mr K's home to check the quality of the initial repairs. And they accepted the back board hadn't been clipped in properly and they rectified this issue. But E thought the issue with the sound was due to a fault with the mainboard. And, as Mr K's policy excluded any repairs needed due to a mechanical breakdown, LGI didn't think this was something they were obligated to repair. Mr K was unhappy with this, so he raised a complaint.

Mr K was unhappy with the way E had repaired his television. He provided photos and video recordings which he felt provided E had failed to take proper care of his television and had failed to complete the initial repair correctly. Mr K explained the sound on the television was working prior to the damage and so, he thought the sound issue was related to either the accidental damage or the quality of the repair completed by E. So, he thought LGI should either repair his television or, if this wasn't possible, replace it covering the cost or pay him a settlement amount that would allow him to arrange a replacement himself.

LGI responded to the complaint and upheld it in part. They accepted the service E provided, including the time taken to attend Mr K's home and the way in which Mr K's television was placed during the repair could've been improved. And they paid Mr K £50 to recognise any upset this caused. But they didn't think they had acted unfairly when not agreeing to repair the issue with the sound, as they thought E had confirmed the issue related to the main board, which they felt was a mechanical breakdown. So, they suggested Mr K make a claim on his television five-year guarantee and they explained they would provide evidence to show the issue had occurred within the five-year period if this was required. Mr K was unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought the £50 LGI paid was fair to recognise the level of service E had provided, and the impact this had on Mr K. And after considering Mr K's comments and the photographic evidence he provided, they didn't think they were able to say the sound issue had definitely resulted from the repairs E

completed. And as the sound issue related to the main board and so, the mechanics of the television, they didn't think LGI were unfair when refusing to complete additional repairs or pay for a replacement. So, they didn't think LGI needed to do anything more.

Mr K didn't agree. He thought the photo's he'd provided showed the repair hadn't been completed correctly or that the television hadn't been properly positioned during the repair process. And he stated E had agreed the sound issue had been caused due to the accidental damage, before changing their opinion in their official report. Mr K maintained the sound issue was caused by either the initial damage, or the quality of the repair, and so, he maintained the TV should be repaired, or replaced, by LGI. As Mr K didn't agree, the complaint has been passed to me for 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.

Having done so, I'm not upholding the complaint for broadly the same reason as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr K. I recognise Mr K took out the insurance policy with LGI to help protect him against both the financial impact and inconvenience caused when his television was damaged accidentally. And I don't think Mr K was unreasonable to expect that any repairs completed by LGI would leave him with a fully functional television. So, when this wasn't the case, I can understand why Mr K would feel as though LGI had treated him unfairly. And I appreciate this would've been compounded by Mr K's general unhappiness with the level of service E provided, and the way they conducted the repairs.

But for me to say LGI should do something more than they have already, such as pay for a replacement television or cover the costs of further repairs, I'd need to be satisfied LGI have done something wrong and failed to address these errors already. So, I'd need to be satisfied LGI acted outside of the policy terms and conditions when explaining to Mr K that they were unable to conduct further repairs needed to restore fully functional sound to the television. Or, if I think they did act within these terms, that they acted unfairly in some other way that hasn't already been compensated for. And in this situation, I don't think that's the case.

Before I explain why I've reached my decision, I think it would be useful for me to explain exactly what I've been able to consider, and how. It's important to note it is not my role, or the role of our service, to re-underwrite the claim as we don't have the expertise to do so. Instead, it's my role to consider the actions LGI have taken and thought about whether these actions were fair and reasonable, based on the evidence available to LGI at the time.

And, where there is a dispute over actions taken, or comments made, in person, I must think about what I think is most likely to have happened, based on the balance of probabilities.

In this situation, the main point in dispute centres around the fault with the television's sound and when it was most likely caused, and how. Mr K thinks the issue with the sound was caused either by the accidental damage, or during the repairs completed by E. Whereas, LGI feel the fault was caused by a mechanical issue, unrelated to the damage or their repairs.

I've first looked at the policy terms and conditions. And these explains that LGI will look to repair, where possible, accident damage "*resulting from an unforeseen and sudden incident, which is accidental in nature*". And it goes onto explain that if this accidental damage leaves the television uneconomical to repair, they will provide a replacement or, if unavailable, an alternative settlement.

But the policy also explained under the section "*what you are not covered for*" that LGI won't cover any issue resulting from a mechanical breakdown. And alongside this, it explains that a customer should "refer to the {retailer} guarantee terms and conditions if the product breaks down.

In this situation, I can see from the claim form Mr K submitted that the damage was described as "*the screen is broken and lines running through the display*". And I've seen photos of the screen before and after the repair, which satisfied me the damage to the screen was repaired satisfactorily. I can't see that Mr K reported an issue with the sound at the time and so, I don't think I can say for certain that the sound issue was caused by the initial incident that caused the accidental damage.

But I think it's accepted there was an issue with the sound found when the repairs were initially completed. And I think LGI took this issue seriously, as I would expect them to do, by asking E to reattend to look at the quality of the first repairs and the issue with the sound.

I've considered the engineer's report from this attendance. And I'm satisfied he needed to clip the backboard back into the television, which should've been done previously. So, I do recognise why Mr K would have concerns about the quality of the repairs and make the assumption that the issue with the sound was caused by E.

But I can see on the second attendance, E state the sound fault was caused due to an issue with the main board of the television. And as the main board is a separate mechanical part to the screen, I don't think I can say LGI have acted unfairly, based on the evidence available to them, by deeming this issue to be a mechanical breakdown. In their response to Mr K's complaint, they directed Mr K to his television guarantee, which follows the guidance in the policy terms and conditions. So, I think they've acted in line with the policy terms here and I don't think I can say they've done anything wrong when doing so.

But I do appreciate Mr K's concerns about the way the first repairs were completed, and I've looked at the photo's he's provided. I've also took into consideration the fact LGI agreed the television itself could've been positioned in a safer way while the repair was completed, and they offered £50 to recognise this and the delays leading up to the first repair. So, I do think E could've provided a better level of service.

But I don't think this means I can say for certain that the repairs E completed led to sound fault with Mr K's television. While I do understand the coincidental timing, and because of this I completely understand Mr K's rationale, without substantive evidence such as a separate report confirming the main board was damaged, I don't think I can say LGI should be responsible for the repair to the sound fault.

And I've also seen nothing to suggest the cost of this repair would deem the television to be uneconomical to repair. So, even if I were to say LGI were responsible for this repair, I wouldn't have been able to say LGI were responsible for the replacement of the television.

I also think the £50 LGI offered to recognise the short delay in arranging for E to attend Mr K's home, and the service E provided during the repair, to be a fair one that falls in line with what I would've directed, had it not already been made.

I think it takes into consideration part of the delay being caused due to part availability whilst also still recognising the fact Mr K had to wait longer than I would've expected for an attendance. I think it also fairly takes into account the impression E created by the way they positioned Mr K's television but also considers the fact there is no substantive evidence to show this caused any additional damage to Mr K's television. I also think it takes into account the fact Mr K has an alternative method of arranging for a repair to the sound fault, without incurring a cost to himself. So, while I appreciate Mr K is unlikely to agree, I don't think LGI need to do anything more on this occasion.

I can see LGI have signposted Mr K to his television guarantee. And I think this was a fair suggestion. If Mr K has followed, or intends to follow this process and any investigation or repair finds the fault with the soundboard likely to be caused by previous repairs, I would expect LGI to consider this new information upon receipt of satisfactory evidence from Mr K.

### **My final decision**

For the reasons outlined above, I don't uphold Mr K's complaint about London General Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 23 May 2023.

Josh Haskey  
**Ombudsman**