

The complaint

Mr H complains about UK Insurance Limited (UKI) who wouldn't cover the cost of repairing his device, under his home insurance policy.

What happened

Mr H dropped his device and made a claim against his policy, as the screen became damaged. UKI accepted the claim and repaired the device. After Mr H had received the device back from UKI, he noticed that the screen began to fail. It formed lines and eventually began to fade to black. Mr H believed that the screen was failing as there was poor connection to the motherboard.

So, Mr H contacted UKI and spoke to its advisor. He also sent the advisor images and a video of the screen as it was failing. UKI advised Mr H to return the device for further investigation.

Mr H returned the device to UKI. On receipt, UKI told Mr H that there was fresh damage namely a scratch and a chip. And as such, this invalidated the warranty. UKI told Mr H, that he would need to make another claim and he would need to pay the excess.

Mr H requested the return of the device, so that he could decide what to do. On return he noticed the damage. But as he said that he had evidence that the device had no damage (except for the issue with the screen failing) he complained to UKI.

UKI maintained that the fresh damage had invalidated the warranty. It also said that it had video evidence of the unboxing of the device when it had been returned to them. And this video evidence showed that there was damage to the screen. Mr H asked UKI to supply him with this video evidence. But it said that it was unable to do so. It did however, supply photos of the damage that it said showed the scratch and chipped screen.

Mr H noticed that there was no data on the photos that UKI relied upon to say when the images were taken. So, he further complained to UKI.

UKI maintained its position in its final response. And as Mr H was given his referral rights, he referred a complaint to our service.

One of our investigators considered the complaint and thought it should be upheld. Mr H had provided expert evidence that confirmed that the screen failure, was due to a poor repair. Our investigator also said, he was unable to determine how and when the new damage occurred to the screen namely the scratch and chip. But he recommended that UKI repair the issue with the failing screen. And put the laptop back to how it would've been had the initial repair been completed correctly.

Mr H accepted the view. UKI did not. It questioned the legitimacy of the expert evidence, as it said that the evidence was only provided due to Mr H supplying photos to his expert, rather than the expert having physically inspected the device. So, it asked for an ombudsman's review.

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 will uphold this complaint. And I'll explain why I think this is fair.

I thank both parties for all the evidence and comments they've both provided, which I've read and considered. I think the main issues of this complaint is whether UKI were fair to decline the warranty repair, due to fresh damage it said was on the laptop, when it was returned.

UKI said that when it received the laptop back, there was fresh damage namely a scratch and a chip. It said that due to the fresh damage this invalidated the warranty repair and Mr H would need to make another claim and pay an additional excess before it would carry out a repair.

UKI also said that it had a video of the unpacking, which showed the damage was already on the laptop before it arrived back to them. I asked UKI for a copy of this video, especially as Mr H had previously asked for the same. It said that there wasn't one available but there were images that were taken on the day that the laptop was received by them.

I have viewed the images and I note that there are no date stamps on any of the images that UKI rely on. I again asked why this was the case. UKI said that this data might've been removed by one of its suppliers due to data protection. But I think had I been provided with the video that UKI initially told Mr H existed and would've corroborated its account that the screen arrived damaged to them, then this would have been very persuasive evidence to support this.

The next best evidence would be the photos that UKI stated supported its contention that the screen had fresh damage on arrival. But Mr H said that the EXIF data would have to be removed deliberately. And given that UKI appear to be accepting that this was done, I think this weakens its position that there was evidence of damage once the laptop arrived.

Mr H said that when he returned the laptop to UKI, prior to doing so he took images as well as videos of the laptop before he dispatched it to UKI. I have reviewed all of the images and the videos. And I think they clearly show that the only damage to the laptop was the fading screen. There was no other physical damage seen.

Mr H confirmed and supplied me with an email/communication trail that he had with UKI on 12 October 2022. I asked UKI for any communications that it had on that day with Mr H. It said that there were no communications that had occurred between Mr H and anyone at UKI. However, I have seen the communications and I have seen that Mr H sent the images and videos. Incidentally, UKI has maintained that it hadn't had sight of these videos or images before, but the evidence I have seen is contrary to this.

On balance, I can't say exactly when the damage occurred. I think it's more likely than not that there was no damage when it left Mr H. Had UKI provided me with the EXIF data on the images or the unpacking video, then this would've been persuasive evidence that supported its contentions. But this wasn't done here.

In any event, I think the videos that I'm satisfied UKI had on 12 October 2022, show that there was an issue with the screen as there were lines as well as a fading screen. I'm satisfied that UKI was aware of this damage.

Further, Mr H has provided evidence from experts that confirm that the repair that had been carried out was poor, which caused the fading screen and lines. I can't see any evidence from UKI that it considered the issue with the laptop, before it returned it to Mr H.

Accordingly, I think that UKI were unfair not to have carried out the repair of the screen under the existing claim, as I think it was clear that there was an issue with the screen prior to the damage. So, I think it's reasonable that UKI either cover the cost of the repair of the laptop. Or repair the laptop. And no further excess ought to be charged for this.

I also think that Mr H was inconvenienced by UKI not examining the issue with the laptop before returning it to him. So, for the trouble and upset caused, I think it should pay Mr H £100 compensation.

Putting things right

To put matters right, I direct UKI as outlined below.

My final decision

For the reasons given, I uphold this complaint.

To put matters right, UK Insurance Limited to:

Repair the laptop or make a cash settlement for Mr H to obtain his own contractors to repair the laptop, under the existing claim, with no further excess charge levied.

Pay Mr H £100 compensation for the trouble and upset caused.

UK Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr H accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 5 December 2023.

Ayisha Savage
Ombudsman