

The complaint

Ms F complains about how a claim under a gadget insurance policy has been dealt with by West Bay Insurance Plc trading as Zenith Insurance. (“West Bay”).

What happened

In August 2022, Ms F had an accident while abroad and she damaged an iPad Pro, Smart keyboard and iWatch. She made a claim to West Bay under a gadget insurance policy. At the same time Ms F also made a claim under a Travel insurance policy for other damaged items. By coincidence both claims were dealt with by the same claims handling company. I’ll refer to them as D.

In May 2023 Ms F complained about the delay in her claim being dealt with, she’d been given conflicting information by D about the claim process and had been asked to send in the same information several times.

In response to her complaint, West Bay, relying on the information it had been provided by D, said it didn’t think it had done anything wrong. It said that Ms F had not provided requested information to allow the claim to progress and she had refused to pay the excess associated with the claim. It also said the claim only concerned the iWatch

An investigator considered the complaint and explained that he thought the complaint should be upheld and West Bay should reconsider the claim. He said that it was clear D had confused the claims Ms F had made for the different insurers. This claim concerned the iPad Pro, Smart keyboard and iWatch and Ms F had sent the requested information to D on different occasions. He also said that D had sent confusing communications to Ms F. The investigator also said he thought West Bay should pay Ms F £350 compensation to reflect the impact of its poor service on Ms F.

West Bay disagreed with the investigator’s view and asked for the matter to be considered by an ombudsman.

My Provisional findings

I issued my provisional findings on 12 June 2024. I explained that I intended to uphold the complaint.

In my findings I said that I was satisfied the claim had become confused with another that Ms F had registered under a travel insurance policy, and which happened to also be managed by D. D acknowledged the gadget claim to Ms F in September 2022 but then didn’t progress it. It wasn’t until Ms F complained in May 2023 it moved matters forward. I was also satisfied D had miscommunicated with Ms F and caused significant confusion.

I found Ms F had provided requested evidence to D but again it didn’t act on this information as it should have done. She’d had the items assessed and they were deemed to be unrepairable. So, she’d provided a quote for replacements to D as well. I said that while Ms F had chosen to buy a new laptop and fund it on her credit card, I recognised this was her

choice to do so. But I was mindful of the impact the delayed settlement had on her.

I said that West Bay are responsible for the actions of D and therefore, to put things right I said that West Bay should now pay Ms F the cost of replacement as set out in her quote (subject to any policy limit and less any applicable excess). The devices were assessed at the time by an authorised Apple reseller and service provider, as such I was satisfied it would have been able to accurately assess whether the items were repairable or not.

I said due to the time now passed, and because Ms F is now unsure of the location of the items, if she is able to locate them, she should send them to West Bay (having first removed the Apple ID associated with them from her account). If Ms F now isn't able to locate the items, then West Bay should still make the payment – as I was of the opinion D's handling errors has prejudiced its position in this regard.

I also said that West Bay should add interest on the amount it pays to Ms F from the date of the quote to the date it makes a payment to Ms F in respect of these items.

Due to the delays and confusion caused, I said I was intending to direct West Bay pay Ms F £350 compensation.

Responses to my Provisional findings

Ms F responded saying she was happy with my findings but thought the compensation amount should be higher as she feels D actions have given the impression that she has been untruthful about the situation that has happened. She also said matters continue to be confused by D and she is still receiving confusing communications.

West Bay responded saying it has always intended to process Ms F's claim. It said it intends to settle the claim for the iPad Pro and Smart Keyboard and asked for clarification the iWatch should also be considered. It has previously confirmed to Ms F that it will not charge any excess so it will honour that. It also confirmed it would pay the suggested compensation to Ms F.

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 appreciate the trouble and upset Ms F has been caused by how her claim has been handled. However, I also have to be mindful that while she has two claims being dealt with by D, I am only considering the actions it took on behalf of West Bay. Having reconsidered everything I'm satisfied £350 compensation fairly reflects the errors that have been made.

This claim concerns the iPad Pro, Smart Keyboard and iWatch therefore West Bay should settle the claim for these devices.

For the same reasons as set out in my provisional findings, I uphold this complaint.

Putting things right

West Bay should do the following:

- Pay Ms F the cost of replacing the devices as set out in her quote (subject to any policy limit). West Bay should make the payment for the devices to Ms F without requiring their return.

- Add interest at 8% simple per annum on the amount paid to Ms F from the date of the quote to the date it makes a payment to Ms F in respect of these items.
- Pay Ms F £350 compensation.

My final decision

My final decision is that I uphold Ms F's complaint against West Bay Insurance Plc trading as Zenith Insurance. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 26 July 2024.

Alison Gore
Ombudsman