

## The complaint

Mr D's complaint is about a claim for two items under his Evolution Insurance Company Limited ('Evolution') gadget insurance policy.

All references to Evolution include their claims handlers.

Mr D is helped by a representative in this complaint, but I shall refer to all submissions as being his own for ease of reference.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 agree with the conclusions reached by the investigator for these reasons:

- The policy Mr D took out doesn't limit cover for specific items. Rather it covers gadgets which are defined as "*...the portable item(s) insured under this policy, including mobile phones (including smart phones), tablets, smart watches or personal computers (including tablets)*".
- Whilst this definition doesn't list drones, the list is not exhaustive. The policy schedule does not list specific items that cover is limited to and there's nothing that excludes drones either. Given that a drone does fall within the meaning of a "*portable item*" and there is nothing to suggest what is specifically insured under the policy, I think it's unfair for Evolution to take the position that drones are excluded. As such they should consider Mr D's claim for this now.
- Evolution have said that Mr D is making a fraudulent retrospective claim for the drone now when he didn't claim for it before. But the evidence I've seen doesn't support that. I can see from the email correspondence Mr D provided that in 2018 Evolution told Mr D drones weren't covered under the policy in response to his request to claim for it. As such I'm not persuaded this is an entirely new claim, but rather one that Mr D was told he couldn't claim for early on.
- I turn now to Mr D's complaint about the replacement laptop he was supplied with following his claim to Evolution for the theft of his original laptop. Evolution appointed agents to supply the replacement laptop.
- In December 2018 Mr D complained to Evolution that the laptop was overheating and freezing, to which I've seen no reply. Mr D didn't follow up this complaint until July 2019 due to difficult personal circumstances. I've seen no reply to this email from Evolution to this email either. In August 2019 Mr D said the laptop charger exploded damaging his wall socket and causing the laptop to stop working altogether. Mr D then contacted the agent who supplied the laptop who said they could repair it but couldn't comment on the reasons why the laptop was freezing.

- Mr D wasn't satisfied with the agent's reply so didn't return the laptop. Instead, he spoke to the agents a few times but was unable to resolve the matter. The agents then refused to take the laptop back and referred him to Evolution. In August 2019 Mr D contacted Evolution but received no reply. He chased them again 5 days later. Around 2 months later Evolution refused to assist. They said the issues with the laptop freezing were due to software issues and was therefore not their responsibility.
- The policy terms say *"This policy is for replacement only, and is not a 'replacement as new' policy. If your Gadget cannot be replaced with an identical item of the same age and condition, we will replace it with one of comparable specification or equivalent value, considering the age and condition of the original item."* So, Evolution were not obliged to supply Mr D with a new laptop when he made his claim for the stolen laptop. But they also needed to supply him with a laptop properly working laptop. Mr D has said that the laptop froze and overheated regularly and that this caused him difficulties in working because he used it for this purpose. There is no evidence to support the problems were due to software issues and neither Evolution nor their agents sought to investigate this despite Mr D's efforts to obtain assistance. Given the issues with the laptop were present very early after it was replaced by Evolution and the laptop eventually became unusable and Mr D did report this several times to Evolution and their agents, I think Evolution need to do something to put things right for Mr D.
- Mr D has said that as the laptop stopped working after the charger exploded and as he couldn't get assistance from Evolution or their agents, he had no option but to buy a new laptop. Given the policy only covers Mr D for a replacement only, it wouldn't be fair for me to direct Evolution to pay the cost of the new laptop.
- In his view, the investigator calculated that Mr D purchased the laptop that was the original subject of the theft claim in 2016. So, it was around 1.5 years old when it was stolen. If things had gone as they should, Evolution would have provided Mr D with a working replacement laptop of roughly the same age and therefore useful lifespan. As such I agree with the investigator's view that Evolution should pay Mr D 70% of the purchase price of his stolen laptop, taking into account the reduction in value given its age and remaining useful lifespan. This amounts to around £1,172.48.
- It's clear from the correspondence I've referred to in this decision that Mr D did try to obtain assistance from Evolution both in respect of his claim for the theft of the drone and the problems he was experiencing with the replacement laptop Evolution supplied. I haven't seen anything to support that he received any helpful replies and in most cases no reply at all. I think this would have caused Mr D both stress and inconvenience at an already difficult time. As such I agree with the investigator's suggested award of compensation of £200 and take the view that Evolution should pay this to him to properly compensate him for the failings in the level of service they provided here.

## **Putting things right**

Evolution should:

- Reconsider Mr D's claim for the theft of his drone under the remaining policy terms after Mr D provides evidence to support this.
- Pay Mr D £1,172.48 to compensate him for the problems he experienced with the replacement laptop they supplied, and
- Pay Mr D £200 in compensation for the poor service they provided.

## **My final decision**

For the reasons set out above, I uphold Mr D's complaint against Evolution Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 October 2024.

Lale Hussein-Venn  
**Ombudsman**