

The complaint

Mr R is unhappy that Domestic & General Insurance Plc (D&G) declined a claim for his tablet under his gadget insurance policy.

What happened

Mr R took out cover for his tablet in case of mechanical and electrical breakdown, accidental damage, and labour charges. D&G is the underwriter on the policy.

Mr R contacted D&G in June 2024. He said his tablet was draining battery and was charging slowly.

D&G sent the tablet twice to an independent engineer. It said the tablet was performing within the expectation of a tablet of its age.

Mr R made a complaint to D&G. He said it doesn't say anywhere in the terms and conditions that the performance of the tablet will be based on the age of the tablet. Age should not be a factor and the battery performance at 75.5% should be considered faulty. Mr R would like an equivalent replacement as the tablet is no longer available to purchase. The policy was cancelled on 1 July 2024.

D&G responded and said a detailed assessment of the battery performance was carried out. The results showed the performance was considered as acceptable and was expected for the model and age of the tablet. D&G maintained its decision to decline the claim. But D&G said Mr R can have his own independent assessment carried out which it will pay the cost for. If a fault was identified that wasn't identified by its own engineer, it would cover the cost.

Unhappy with D&G's response, Mr R brought his complaint to this service. Our investigator didn't uphold the complaint. He didn't think D&G had treated the claim unfairly and as D&G has said Mr R can provide his own independent assessment of the tablet which it would pay for, he didn't think D&G had done anything wrong.

Mr R disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The relevant rules and industry guidelines say that insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules into account when deciding what I think is fair and reasonable in the circumstances of Mr R's complaint.

I understand that when Mr R reported an issue with his tablet, he sent it to an engineer for investigation. From the claim notes, I can see that the engineer tested and diagnosed a software issue which they reset and restored. And when it was resent, a battery drain test

was carried out. This didn't result in an issue being identified. The engineers said the battery performance was related to the age of the tablet and it was performing as expected for a tablet that was seven years old.

Based on what happened, I don't think the process D&G followed to investigate the issue with the tablet was unreasonable. The tablet was sent twice to the engineers, and they diagnosed that the reason for the battery drainage was the age and the model. This isn't unusual and not unexpected.

As Mr R was unhappy with this, D&G has offered to refund him the cost of an assessment he carries out himself and if the report suggests something else to the D&G engineers, then D&G said it would also pay for this. I think this is fair and reasonable in the circumstances. This is because D&G has investigated the issue as expected within the terms and conditions of the policy and has also provided an option to Mr R which seems fair. I appreciate Mr R would like D&G to provide a replacement but as it stands, D&G isn't in a position to do this as the tablet isn't considered to be faulty. The tablet was found to be performing as it would be expected to, given the age.

Mr R says there's nothing in the policy terms and conditions that says performance will be based on the age of the tablet. I acknowledge this. But unfortunately, not all policies cover every possibility. The tablet is seven years old and it's highly unlikely that it would still be performing at 100%. And there was no fault was identified during the investigation. If Mr R still wants to accept D&G's offer to pay for the independent assessment of his tablet, he will need to contact D&G directly.

I've taken everything into account and in the circumstances, I don't think Mr R has been treated unfairly or unreasonably by D&G. It follows therefore that I don't require D&G to do anything further.

My final decision

For the reasons given above, I don't uphold Mr R's complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 2 January 2025.

Nimisha Radia
Ombudsman