

## **The complaint**

Mr D complains about the way HCC International Insurance Company Plc trading as Tokio Marine HCC has handled his contents insurance claim.

The complaint involves the actions of agents for whom HCC is responsible. Any reference to HCC includes its agents.

## **What happened**

Mr D held a home insurance policy with HCC.

Mr D's TV was accidentally damaged in 2023. He obtained an engineer's report that confirmed it was beyond economical repair and he made a claim to HCC to have it replaced. He also asked HCC to replace his speaker system.

HCC became concerned that Mr D might be making a duplicate claim. It investigated this and interviewed Mr D. When it was satisfied that the claim was genuine, it continued to discuss settling the claim.

HCC offered to replace the TV, but it didn't agree to replace the speakers. It said they weren't damaged, so they weren't covered by Mr D's insurance policy. Mr D was unhappy with this decision as well as HCC's treatment of him and the handling of the claim overall.

HCC considered Mr D's complaints but didn't uphold them. It said it was reasonable for it to investigate the previous claim, and when it learned the broker had made a mistake, it moved forwards. It didn't think it had taken an unreasonable amount of time doing so and it had a duty to validate claims. It also confirmed it was offering a cash settlement for the TV, but it couldn't include the speakers because these were undamaged and separate.

Mr D didn't think this was fair, so he referred the matter to the Financial Ombudsman.

Our investigator looked into the complaint but didn't think it should be upheld. Mr D didn't agree. He said he would be left with a new TV and old speakers. He said the settlement didn't include any adapters with which to connect them. And he said HCC had made him feel like a criminal during its investigation.

Because Mr D didn't agree, the matter has been passed to me to make a final 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 reasons as our investigator. I know this will be disappointing for Mr D and I'm sorry about that. I'd like to reassure Mr D that I've considered all the information he's provided. I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

The main issue is whether HCC should replace Mr D's undamaged speakers as well as his damaged TV. I understand why Mr D would like HCC to do this. His damaged TV was around ten years old. A modern replacement will have higher quality sound output and Mr D's older speakers may not be able to take full advantage of this. But the fact is the speakers were not damaged and do not need to be replaced. Mr D's policy only covers damaged items, so I think it was right for HCC not to include the speakers.

Mr D has compared his situation to a damaged sofa as part of a suite. But I don't think that's a fair comparison. The damaged TV was entirely separate from Mr D's surround-sound speakers. Mr D confirmed that he purchased the speakers separately, so I don't think it's right to consider them as part of a set. While his old TV may not have had built-in speakers, I can see the replacement quotes appear to include a soundbar unit. So I don't think Mr D has lost out.

HCC has cash settled Mr D's claim based on a quote obtained from a retailer, less his policy excess. I'm satisfied that, in doing so, it has settled the claim fairly and in line with Mr D's policy terms.

Regarding adapters, I haven't seen evidence to show that these would be needed. The two quotes I've seen did not mention any audio adapters. HCC's loss adjuster believed that Mr D's speakers would be compatible with a new TV and didn't mention any adapters. And the quote on which HCC based its settlement said:

"Model to replace [Mr D's damaged TV] to connect to existing surround sound set-up"

This leads me to think the retailer either thought adapters were unnecessary or already included. However, even if adapters are needed, I can't say that HCC should pay for these because adapters and accessories for the sound system do not form part of the damaged TV. So, I'm not persuaded that HCC should account for these.

Regarding the investigation of the previous claim, I do recognise why Mr D says he was made to feel like a criminal. HCC was investigating the possibility of a duplicate claim, which I imagine would have been stressful and upsetting for Mr D. I've considered HCC's reasons for this.

HCC was given information by the broker that said Mr D had made a claim for a TV of the same make in 2020, also due to accidental damage. This information turned out to be false, but this wasn't HCC's fault. It carried out what I see as a reasonable investigation to validate the claim, including interviewing Mr D and making enquiries with the other firms.

I accept what Mr D has said about policyholders owning two TVs of the same make. But this was a high-value accidental damage claim and I think HCC's concerns were reasonable

considering the information it had at the time. Whilst I recognise the stress Mr D was put to, I think HCC acted fairly overall, and I can see it apologised afterwards.

There was some confusion over whether HCC was going to cash settle the claim. HCC insisted it would only replace the TV and then offered a cash settlement but later withdrew this. It then said it would honour the cash settlement and confirmed the same in its final response to Mr D.

I appreciate this would have been confusing. I also recognise there were times when the claim didn't progress as quickly or as smoothly as it otherwise could have done. The investigation into the previous claim also slowed things down. But dealing with financial businesses won't always be hassle free. I've considered everything Mr D has said, and whilst I know my outcome isn't the one he's hoping for, I don't think HCC's handling of the claim was so poor as to justify financial compensation.

Once again, I'm sorry to give Mr D unwelcome news. But I think HCC has acted fairly overall – so I don't require HCC to do anything further.

### **My final decision**

For the reasons set out above, I don't uphold Mr D's complaint about HCC International Insurance Company Plc trading as Tokio Marine HCC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 8 January 2025.

Chris Woolaway  
**Ombudsman**