

The complaint

Mr B has complained that Domestic & General Insurance Plc (D&G) unfairly dealt with a claim under a gadget policy.

References to D&G include companies acting on its behalf.

What happened

Mr B contacted D&G when his tablet device needed a repair. D&G assessed the tablet and told Mr B it would replace it. He declined this offer because he said he had expected to be offered options to choose from. Mr B complained. Shortly after, Mr B received the replacement tablet.

When D&G replied to the complaint, it said when Mr B was sold the policy he was told it would provide a like for like replacement if the original tablet wasn't repairable. At no point, including during the claim, did it agree to upgrade the tablet. The tablet sent by D&G was a superior model to the one Mr B had sent for repair and it had acted in line with the policy terms.

When Mr B complained to this Service, our Investigator didn't uphold it. He said when Mr B bought the policy, the sales agent had said, where necessary, it would provide a like for like replacement and didn't say the tablet would be upgraded. When Mr B made a claim, D&G replaced the tablet in line with the policy terms and conditions. The tablet D&G sent was a newer model and had more storage. He said D&G had fairly dealt with the claim.

Mr B told this Service he had rejected the replacement offered by D&G but it had still been sent to him. He said he felt forced by D&G to accept its offer. Following this, D&G confirmed to this Service it still had Mr B's original tablet. It said it could return it to him, but he would need to return the replacement tablet. Mr B agreed to this.

Our Investigator told both parties that returning the original tablet was a fair resolution to the complaint, subject to Mr B returning the replacement. He said D&G should arrange this and pay £150 compensation because of how it had dealt with the claim.

D&G agreed to make arrangements to return the tablet. Mr B told our Investigator he no longer wanted his original tablet back, but he wanted compensation. Our Investigator said as Mr B was now satisfied with the tablet he had been provided, he would revert to his original view that D&G had acted fairly and didn't include any compensation. Mr B asked for his complaint to be looked at by an ombudsman.

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 don't uphold this complaint. I will explain why.

When Mr B requested a repair to his tablet, D&G arranged for it to be assessed. This found that the device wouldn't turn on and it wasn't taking charge. It decided to replace the tablet. Because the tablet was no longer made, D&G upgraded it to a more recent model. D&G notified Mr B of this and sent him the new tablet.

When Mr B received the notification, he phoned D&G. He said he hadn't been offered options to choose from. When D&G asked why the model offered wasn't suitable, Mr B said he felt he deserved the model above the one offered because it was more up to date and because of the amount of time he had been with D&G. He said he had also had issues with that tablet model. That day, Mr B spoke to various people at D&G about the tablet he had been offered. He said he had been told that if his device was going to be replaced he would be offered options, but this hadn't happened.

I've listened to the phone call when Mr B added the tablet to the policy. During that call, the call handler said:

"You'll get protection for accidental damage and breakdown, you'll get unlimited repairs where necessary, and a replacement which is a like for like swap if we can't repair it. There's no excess fee on there as well."

Mr B confirmed he wanted to cover the tablet on that basis. I didn't hear anything in the call that suggested that Mr B would be offered options if his tablet was replaced or that he would receive an upgrade.

I've also looked at the policy documents Mr B was sent when he added the tablet and what these said about repairs. These explained how to return the device and said *"If your Covered Device is to be replaced, the terms in "Replacements" will apply"*.

The Replacements wording said:

"Any replacement item provided will be (at our discretion) one of the following: new, remanufactured or refurbished. All replacements will come with a 12 month manufacturer's or supplier's guarantee for parts and labour ... All replacements will be of the same or similar make and technical specification as your original Covered Device"

So, I think the policy was clear that the replacement device would be the same or similar to the original device. I note that this was also what Mr B was told over the phone. I think the wording was also clear that it was for D&G to decide how the device would be replaced. On that basis, I think what D&G offered was fair. It was in line with what the policy wording said and with what Mr B was told on the phone when he added the tablet to the policy.

Mr B has said the replacement tablet was forced on him. He said he told D&G he didn't want it and it should return his original device, but it sent it anyway. Having listened to the phone calls, I think it was clear Mr B didn't want the tablet. From what I heard in the calls, the first time Mr B seemed to raise that he wanted his original tablet returned was after he received the response to his complaint.

So, based on what I heard, at the time he raised his complaint, Mr B still wanted a replacement device, but a different one to what was being sent. During those initial conversations with D&G about the replacement tablet, Mr B was also told on several occasions that the correct process had been followed in terms of sending a replacement device. This included that the replacement device had been ordered and was being sent to him. D&G said Mr B would need to raise a complaint if he objected to that process, which he did. D&G also said it would review what information Mr B had been given about replacement devices when he added the tablet to the policy.

However, even if D&G was aware earlier that Mr B wanted his original tablet back, when this Service said to D&G this was what Mr B wanted, it was able to locate the original tablet and said it could return it to Mr B. But, it said he would need to return the replacement tablet to D&G. Mr B said this was what he wanted and D&G agreed to carry out a doorstep swap of the devices. However, at this point, Mr B said he wanted to keep the replacement device. I'm aware this included because he said he didn't know whether D&G had taken care of his original device.

So, I've thought about this complaint as a whole. I haven't seen evidence that, when Mr B arranged cover for his tablet, he was told he would be offered options if it needed to be replaced. Mr B was sent a replacement tablet in line with the policy terms and conditions. Mr B said he wanted his original tablet returned to him, which seemed only to be requested after the complaint response had been issued. But, regardless of that, D&G has offered Mr B the option of returning the replacement tablet and it returning his original tablet. Mr B has now refused this and said he wants to keep the replacement tablet. So, I think it's fair for me to say that the replacement tablet D&G sent to Mr B was a fair way for it to settle the claim.

I've also thought about compensation. I can understand that if Mr B thought he wasn't being offered what he was entitled to under the policy, he might want to pursue this. However, I haven't seen anything that persuades me D&G created that misunderstanding or that D&G gave Mr B misleading information about what he was entitled to under the policy. When Mr B raised his concerns about the replacement tablet, D&G explained that what had happened was correct. It also raised a complaint because Mr B didn't agree that this was what he had previously been told. D&G also gave Mr B the opportunity to have his original tablet returned to him, which he has now declined. So, thinking about this carefully, I'm not persuaded D&G needs to pay any compensation. I think it has acted reasonably in trying to resolve Mr B's claim and complaint.

As a result, I don't uphold this complaint or require D&G to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 May 2025.

Louise O'Sullivan
Ombudsman