

The complaint

Mrs L has complained about how Domestic & General Insurance Plc (D&G) handled her complaint that her repaired iPad under her gadget policy was stolen having been delivered by its nominated courier company.

References to D&G include its repairing partner.

What happened

Mrs L's iPad broke down so she made a claim to D&G to have it repaired. They accepted her claim and its repairer partner through its business contract with this courier company delivered it back to Mrs L. Unfortunately, it got stolen from her doorstep.

Given Mrs L's age and that the fact she is deaf so can't use the telephone, her family immediately replaced her iPad so she could maintain access to everything she needed to.

Mrs L wanted to make a claim to the courier company given it was the fault of the courier company that her repaired iPad was stolen from her front door. However the courier company wanted 'proof of posting' and a valuation of the contents of the parcel. So Mrs L tried to contact anyone in D&G who could help with this. She was finally given the contact details for D&G's repairer partner, who said that as it had a business contract with this courier company, it didn't have the information that the courier company required Mrs L to send in in order that she could claim compensation.

On this basis D&G's repairer partner offered Mrs L a refurbished iPad. Mrs L declined this as D&G told her from the start it wasn't liable, but the courier company was instead. Mrs L simply wanted to progress with her claim against the courier company.

Then it transpired that D&G's repairing partner would make the claim to the courier company on Mrs L's behalf. The courier company was fine with this and said any compensation should then be sent on to her. But it doesn't appear the repairing partner ever made this claim to the courier company. It said this was because the courier company needed 'proof of posting' and the value of the package delivered, neither of which the repairing partner could provide given the business contract it had with the courier company.

Mrs L then brought her complaint to us. The investigator didn't think D&G or its repairing partner needed to do anything further. Mrs L disagreed so her complaint was passed to me to decide.

I issued a provisional decision on 14 January and I said the following:

'Having done so, I'm intending to uphold this complaint. I'll now explain why.'

Given Mrs L's age and the fact she is deaf and so can't use the phone, she said her family quite sensibly felt she couldn't wait around for this matter to be sorted out, so they quickly bought her a new iPad after the repaired one was stolen from her

doorstep, to ensure she could access everything she needed to. So the offer of a new iPad now from D&G's repairing partner isn't the correct resolution in the particular circumstances of this complaint.

Obviously the courier company is at fault. Its requirements for a consumer to seek the right level of compensation is sadly hampered by the type of business contract D&G's repairing partner has with this courier company. That in effect negates any customer in similar circumstances as Mrs L found herself in (given doorstep theft of this nature is fairly common, sadly) to pursue the right entity at fault. I don't consider that's fair.

Further given Mrs L's age and deafness, deciding sometime after the event that the only possible recompense for her was a refurbished iPad isn't adequate either. This is regardless as to whether or not her original iPad was written off, as D&G has said, as given the theft from her doorstep she never received it.

Given her deafness, she needed such a replacement much sooner. So given that didn't happen, it remains that Mrs L is still due compensation which she can't obtain from the courier company solely due to the business contract D&G's repairing company had with the courier company.

Therefore I consider D&G and its repairing partner then deciding to do nothing more than simply provide a replacement and refurbished iPad is not reasonable under D&G's overarching Consumer Duty to Mrs L by way of consumer support. I consider it didn't do enough to 'support' Mrs L in the manner she was entitled to expect it to do, more so given her age and deafness.

Mrs L did nothing wrong. The courier company obviously delivered the repaired iPad without ensuring Mrs L knew it was delivered in time for her to pick it up from her doorstep. That could have had something to do with Mrs L's deafness or it could have been solely that the courier was obliged to get a signature (as this courier often does too) but simply didn't bother to do so. This point is crucial here too. Had the value of Mrs L's iPad been appropriately insured by this courier along with the required 'proof of posting' leaving aside that the tracking number was always available, then Mrs L would have happily pursued the courier company for the correct compensation. All of us regularly these days, sadly encounter some issues with the delivery of parcels by all of the varying courier companies in the market, so something like this isn't at all unusual either.

What is unusual is that all Mrs L wanted to do was to pursue her complaint for compensation against the courier company who agreed (along with D&G and its repairing partner) that it was in the wrong. However the arrangement D&G's repairing partner had with this courier company meant it had none of the information the courier company required to process Mrs L's claim, which is somewhat ridiculous in my view, as it left Mrs L in an impossible situation which very importantly D&G didn't take on board. Mrs L had no input into which courier company was used to get her repaired iPad back, as only D&G's repairing partner was involved in that decision. If its repairing partner thought about the matter fully, it would always ensure it was in a position to provide the right information to any consumer to get compensation from its nominated courier when a delivery went wrong as this one did for Mrs L.

iPads and mobile phones aren't cheap these days from a consumer's point of view either, so it can't be the case that Mrs L's circumstances are that unusual. Mrs L doesn't need a further iPad, she already has a new one, but now her family are out of

pocket given it was imperative given Mrs L's deafness, that she had an iPad as quickly as possible.

Normally, I would say a business ought to pay the compensation which the courier company would have done, but we don't know what that is. There is no information concerning the valuation of Mrs L's original iPad as it seems the contract this repairing company had with this courier didn't go far enough to ensure the item being delivered (being the consumer's repaired property) was appropriately insured by the courier for the correct value either, which I also don't consider is reasonable. Therefore I consider the only reasonable way forward in the particular circumstances of this complaint is for D&G to refund Mrs L the cost of the new iPad her family bought her instead and with interest.

This compensates her appropriately given she simply can't pursue any claim against the courier company for the value of her original iPad most importantly, and neither can the repairing company on her behalf either.

Given the time, the trouble and sheer persistence that Mrs L has been put to throughout all of this, I also consider D&G should provide Mrs L with an additional £250 compensation simply for her trouble and upset. This is in line with our published approach to compensation, more fully detailed on our website so I consider it's fair and reasonable.'

Mrs L accepted my provisional decision.

D&G said it partially agreed but still felt it should only compensate her the cost of the original iPad using the relevant specifications, so not the new iPad that was purchased.

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 again, I maintain the outcome and redress as I detailed in my provisional decision is fair.

This is because Mrs L's family had to fund the cost of the new iPad due to the mistakes made by D&G and its repairing partner, given Mrs L suffered a recognised disability and consequent vulnerability, namely her deafness and her subsequent requirement to remain connected to the world via an iPad, as she couldn't use the phone. Therefore it remains since her family paid those funds solely due to the mistakes made by D&G that D&G refunds the full cost with interest.

It's a direct monetary loss caused to Mrs L's family which is being refunded by D&G here due to its mistakes. The policy provisions are therefore irrelevant for the purposes of calculating that refund.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Domestic & General Insurance Plc to do the following:

- Refund Mrs L the cost of the new iPad her family bought her. Adding interest of 8%

simple, from the date it was bought for her to the date it refunds her. If income tax is to be deducted from the interest, appropriate documentation should be provided to Mrs L for HMRC purposes.

- Pay Mrs L the sum of £250 compensation for the trouble and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 3 March 2026.

Rona Doyle
Ombudsman