Financial Ombudsman Service

complaint

Mr O is unhappy that Allianz Insurance Plc didn't pay out for his claim under his Home Contents insurance for accidental damage to a TV.

background

Mr O has a Home Contents policy which includes cover for accidental damage to electrical items. In June 2015 Mr O contacted Allianz to make a claim as he had dropped his TV when moving it. He said that no damage was visible to the screen, but when switched on there was only a blue screen. Allianz arranged for the TV to be collected.

The TV was inspected by an engineer who reported to Allianz that the TV didn't have any signs of damage. But the reason it didn't work was due to a problem with the signal panel which was due to wear and tear. Allianz declined Mr O's claim.

Mr O complained to Allianz as he thought it'd said it would repair the TV and that was why the TV had been collected from his home. He also thought that the TV had been further damaged by the engineer who tried to repair it as it no longer turned on. Allianz didn't agree with Mr O. It said it'd told Mr O it would inspect his TV first. The fault was one which was progressive. So the TV would no longer turn on due to the problem with the panel, not because of any faulty repair. It said if Mr O got another engineer's report that contradicted the problem it had identified it would look again at his claim.

Mr O complained to this service. Our adjudicator investigated the case. He didn't recommend that Mr O's complaint should be upheld. The adjudicator said that the report from the engineer showed that the problem with the TV wasn't caused by any damage. And, as no other evidence had been produced, it was likely this was why the TV didn't work. He thought Allianz had been entitled to inspect the TV. The adjudicator thought Allianz had handled Mr O's claim fairly and in line with his policy.

Mr O disagreed and his complaint was passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've seen a copy of the policy. It covers accidental damage to electrical items including TV's, but problems though wear and tear are excluded. The issue I must decide is whether Allianz acted fairly in declining Mr O's claim.
Mr O says he dropped his TV on to a carpeted surface. It isn't disputed that the outside of the TV didn't have any signs of damage. The problem with the TV was only apparent when it was switched on.

Mr O says Allianz said it would collect the TV to repair it. Allianz says it said it would be collected for inspection. Mr O has sent us a copy of the job sheet completed when the TV was picked up. I've seen that the box marked 'We have uplifted the appliance for repair at our workshop' has been ticked. But in box titled 'Fault description' which needs to be filled in by the engineer, it states 'Collect TV for workshop inspection'. So I think it's likely that Allianz had said the TV would need inspection. I've also seen from the form that this was the only box that could be ticked if the TV was to be removed from Mr O's home.

I've seen the report prepared by the engineer which says the fault was due to wear and tear. I don't have any evidence which shows this report isn't accurate. So I also think that it's likely this fault was one that would get worse and this is why the TV wouldn't switch on when it was returned. I don't have any evidence that TV was returned to Mr O in a worse condition.

I appreciate Mr O may have misunderstood why the TV was collected, but I think Allianz was entitled to inspect it as part of its handling of Mr O's claim. It's reasonable and sensible for Allianz to assess whether repairs to the TV would be covered by the policy. I also understand Mr O's frustration about his claim, but the evidence doesn't support that the TV was damaged when it fell. So, I think Allianz's decision to decline Mr O's claim was fair and reasonable and I'm not upholding his complaint.

my final decision

I'm not upholding Mr O's claim. I don't require Allianz Insurance Plc to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 19 February 2016.

Jocelyn Griffith
ombudsman