

## **complaint**

Mr B complains about the way London General Insurance Company Limited dealt with his gadget insurance claim for his damaged laptop computer.

## **background**

Mr B's laptop has gadget insurance with London General through his bank account. One of the requirements was that he had to 'register' any gadgets he wanted cover for.

In 2015 Mr B phoned London General to make a claim for water damage to his laptop. London General registered the laptop, as it said Mr B hadn't done this earlier. Mr B disagreed with this, but didn't pursue it as he understood the later registration wouldn't affect his claim. But London General then rejected Mr B's claim because he'd not registered the laptop within two years of buying it. He came to us.

Our adjudicator said London General should pay Mr B's claim, as it hadn't been prejudiced even if the laptop wasn't registered earlier. It agreed to deal with Mr B's claim, but said it would first want to attempt to repair the laptop. The adjudicator thought this was reasonable, and the policy terms allowed for this. She also said London General should pay Mr B £75 compensation for inconvenience as he'd been without his laptop for seven months, and the claim should've been resolved within two months. London General agreed to pay this.

Mr B didn't accept London General's offer. He said he shouldn't have to wait any longer. He'd spoken to the laptop's manufacturers who'd said the water damaged laptop would be uneconomical to repair. So a 'fruitless' repair attempt would be another huge delay. He didn't have confidence in London General following an earlier claim for his phone, where it had delayed in sending him a suitable replacement. He thought it would try to negotiate its way out of a reasonable settlement. So he wants a cash payment so he can replace his laptop, as a full and final settlement. He's recently sent us a further email to underline his concern around this.

## **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 also uphold this complaint, but I think London General's offer is reasonable. So I'm not making it to do anything more than it's offered to do. I'll explain why.

London General agreed to deal with Mr B's claim in line with our adjudicator's first recommendation. In brief, London General hadn't been prejudiced even if Mr B did register his laptop late (something he disputes).

The issues I need to decide are whether London General is entitled to try to repair the laptop, and whether it's offered fair compensation for the delay in the claim.

The policy says that if the gadget is damaged then London General will either repair it (where possible) or replace it with a gadget of the same make or model. If the gadget is no longer available it will replace it with a model of the same specification.

Mr B doesn't think a repair will be possible, given what the manufacturer has told him. He is concerned about possible delays and poor service given his previous claims experience, and would prefer a cash settlement.

I can see Mr B's point. But London General is entitled to attempt a repair, under the policy terms, so I think it's reasonable it has the opportunity to do this. I don't require it to make a cash settlement. It should attempt the repair within a reasonable time of Mr B sending it the laptop (and this would usually be within 28 days). If it can't repair the laptop then it will need to replace it in line with the policy terms. In the event he's not happy with the quality of the repair or replacement Mr B can ultimately complain to us.

There was some delay for Mr B as London General initially rejected his claim. It's offered £75 compensation for this. Overall I think this is a fair and reasonable amount. I have taken into account that it was five months before Mr B referred his complaint to us, following the final response letter. So the seven months' delay isn't entirely down to London General.

### **my final decision**

I uphold this complaint. I order London General Insurance Company Limited to:

- attempt to repair Mr B's laptop and (if not possible) replace it in line with the policy terms; and
- pay Mr B £75 compensation within 28 days of the date which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on £75 from the date of my final decision until the date of payment at 8% per year simple\*.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 October 2016.

Amanda Maycock  
**ombudsman**

\*If London General Insurance Company Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.