

complaint

Mr A is unhappy that Royal & Sun Alliance Insurance Plc (RSA) hasn't repaired or replaced his damaged laptop under his home insurance policy.

background

Mr A made a claim after some wine was spilt on his laptop. RSA arranged for approved repairers (Firm B) to collect the laptop, review the damage and arrange either repair or replacement. Firm B chose to repair and within a few weeks this had been done and the laptop was returned to Mr A. About a month later the laptop stopped working again. Firm B repaired it again but the problems continued and the laptop still wasn't functioning properly. Firm B said this was software related. Each time Firm B returned the laptop to Mr A it said it was working correctly.

Mr A took the laptop to the manufacturer who said the problems were hardware issues and produced an estimate. RSA said it would need a manufacturer's report but when Mr A went back to the manufacturer it said the laptop was now obsolete and it wouldn't be able to do a report. Mr A got a report from another company which said it was about the hardware and referred to liquid damage causing corrosion. RSA said this wasn't related to the original claim and that Mr A could make a new claim for this.

Our adjudicator didn't uphold the complaint. She said that each time the laptop was returned to Mr A it was working again based on the test results carried out by Firm B. She accepted that there may now be a second claim as earlier photos didn't show any liquid still in the laptop after the original repairs and the latest report referred to liquid damage. She said RSA's offer to start a new claim was fair and that there was no evidence to suggest Firm B hadn't correctly repaired the laptop each time it had carried out a repair.

In my recent provisional decision I said Mr A had put very clear points across about the software used on his laptop and this outweighed the evidence from RSA. Mr A's version of events was consistent throughout including making contact with RSA within one month of the original repair to highlight that when the laptop first came back it still wasn't working properly. Mr A also provided expert third party evidence confirming the actions required to get the laptop working effectively again.

I accepted that RSA felt it was doing the right thing when it offered Mr A the chance to start a second claim due to potential further "*liquid ingress*" but I accept what Mr A said that there wasn't a further incident or the need for a new claim. The third party expert details were referring to the historical liquid damage and Mr A got further confirmation from the third party experts to show this.

I said that the laptop hadn't worked properly since the original claim was made and RSA needed to repair the laptop to return Mr A to the position he was in prior to the loss.

Both parties responded and confirmed that they had nothing further to add.

my findings

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

As the parties have no further points to make I see no reason to change my provisional decision.

my final decision

I uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to continue to deal with Mr A's claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 April 2016.

John Quinlan
ombudsman