

complaint

Mrs E complains about Domestic & General Insurance Plc's ("D&G") refusal to provide cover for a children's tablet device under an extended warranty insurance policy sold by a third party.

background

Mrs E's extended warranty was provided as part of a packaged bank account. She registered one children's tablet under the warranty but D&G refused to allow her to register a second the next year, on the basis the tablet was not the type of device it intended to provide cover for under the warranty and that it had mistakenly allowed her to register the first.

Dissatisfied, Mrs E referred a complaint to us, stating she should be allowed to register the second device with another provider. Our adjudicator recommended that the complaint be upheld in part. She felt D&G's offer – in providing its file to us – to allow the second tablet device to be registered under the warranty on a "pay and claim" basis to be reasonable. That meant, in the event of a claim, Mrs E would need to find a repairer herself and seek reimbursement from D&G.

Mrs E did not agree with the adjudicator's findings. She felt D&G should pay her to allow her to find cover elsewhere.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

It is no longer in dispute that Mrs E should have been allowed to register her second children's tablet device under the warranty, just as she had her first, as D&G has now agreed to that. The issue is now whether I believe the basis on which D&G has accepted the registration to be fair and reasonable.

D&G has explained that it does not have a repair network to deal with the type of device Mrs E wishes to register. As a result, D&G has sought to invoke a term of the policy that states:

"You must use our approved repairer who will normally send the repair bill to us so that you have no repair bill to pay. In the unlikely event that we advise you to pay the repairer yourself, we will tell you how to claim back from us."

D&G does not have an approved repairer for the items in question, and I do not find that surprising given the number and range of devices available on the market currently. That being the case, I believe D&G is entitled to ask Mrs E to pay for any repairs and then claim the amount back under the policy.

I do not believe D&G is obliged to make any payment to Mrs E to allow her to obtain cover elsewhere.

I gather that Mrs E has not needed to claim for the devices to date. I would emphasise to both parties that, in the event of a claim, we would expect D&G to deal with it in a timely manner. Were Mrs E to be unhappy with D&G's handling of a future claim, it would be open

for her to complain to D&G in the first instance and, ultimately, to us if she remained dissatisfied with its final response.

my final decision

For the above reasons, my final decision is that I do not uphold this complaint. I make no award against Domestic & General Insurance Plc.

Nimish Patel
ombudsman