

The complaint

Mr P complains about the service he received from Domestic & General Insurance Plc (DG) under a protection policy for his tablet device.

References to DG include their agents who administer policies and carry out services under policies.

This decision covers Mr P's complaint against DG as the insurer of his protection policy for his tablet device. It doesn't cover the provider of his TV service, a separate business.

What happened

Mr P had a protection policy with DG that covered breakdown and repairs to a number of devices, including his tablet. In June 2023 Mr P had an issue with his tablet, which wouldn't hold a charge, meaning he was unable to download any data from it or create a backup of data. He contacted DG to explain the problem and that the data on the tablet included contents of sentimental value, including photos and videos. DG logged the need for a repair and said they'd send Mr P further information about how the tablet would be repaired. He subsequently received instructions from a repair agent (G).

Given his concern about the data stored on the tablet, he enclosed a note when sending the tablet to G, asking them to contact him before any changes were made to the tablet that might erase the data. G contacted Mr P to say they'd need to perform a factory reset in order to repair the tablet, due to data protection requirements. Mr P asked G to cancel the repair and return the tablet to him. But G said they'd have to erase the data even if the repair was cancelled. Mr P asked G to pause the repair while he contacted the administrator of the policy, who said they'd call him back. When he did speak with them, they contacted G for them to arrange return of his tablet.

A date was agreed for return of his tablet, and Mr P confirmed he gave his consent for G to return the tablet without performing a factory reset. He also confirmed that if the device went missing, he accepted full responsibility for the loss of any data on the tablet. However, when Mr P returned home in the evening of the agreed date, he found a card from the delivery company saying a parcel had been left in a 'safe place', at the side of the garage at his property. However, Mr P couldn't find any parcel. He subsequently received an email with a photograph of the parcel amongst some other (waste) materials, but when he looked in the location, the parcel wasn't there. G emailed Mr P to say he should report the tablet as having been stolen to the police.

Unhappy at what had happened and the loss of his tablet, Mr G complained to DG. DG didn't uphold the complaint. In their final response they said G had investigated what had happened with the delivery company. The latter said they'd delivered the tablet on the date agreed and left it in Mr P's chosen 'safe place' in the morning. If Mr P couldn't locate the tablet in the designated 'safe place', it indicated it had been taken by a third party. Which would be a matter for the police.

Unhappy at DG's final response, Mr P complained to this Service. He'd lost not only the tablet device itself, but the data stored on it. He'd arranged for the tablet to be returned to him and his wife was at home all day on the date agreed but wasn't asked to sign for anything or take delivery. Mr P lived on a new-build estate with ongoing building works in the area, so the tablet should have been delivered and signed for. Having lost his tablet, he wanted DG to replace it.

Our investigator didn't uphold the complaint. He thought DG (G) correctly followed their procedures to arrange for the return of Mr P's tablet (as he'd requested). It also appeared the delivery company hadn't followed their procedures in leaving the parcel in a 'safe place', only for it to be taken by a third party. Rather than taking the parcel back to their office for it to be collected from there. So, Mr P would need to take the issue up with them.

Mr P disagreed with the investigator's view, asking that an ombudsman review the complaint. He said DG were responsible under their contracted agreement with him (the protection policy). In turn, G were responsible to DG as their approved repair agent. And the delivery company were in turn responsible to G. DG should be accountable for the actions of all their third parties. And G should put in a claim to the delivery company that they failed to deliver safely.

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.

My role here is to decide whether DG have acted fairly towards Mr P.

The main issue in Mr P's complaint is that he's lost his tablet and the data stored on it. He says DG should bear ultimate responsibility for the loss, as they are responsible for the actions of their third parties (G and the delivery company). DG say they followed the correct procedures, and that Mr P should report the loss of the tablet to the police, as the indications are that the tablet was taken by a third party.

Looking at the sequence of events and what happened, it appears G agreed with Mr P to return his tablet rather than repair it and perform a factory reset, which would have erased the data held on the device. I can understand why Mr P didn't want this to happen, given the importance of the data to him. So, G were following Mr P's wishes in agreeing to return the tablet without repairing it or performing a factory reset.

Looking at the exchanges between Mr P and G discussing the return of his tablet, I can also see Mr P confirmed to G that if the device went missing, he accepted full responsibility for the loss of any data on the tablet.

What's also clear is that a delivery date was agreed with Mr P but, for whatever reason, the parcel containing his tablet was left in what the delivery company said was a 'safe place', being next to the garage at his property (with a card left in the letterbox). The parcel wasn't signed for or (as indicated to Mr P) returned to the delivery company office for collection by Mr P at a later date. There's photographic evidence from the delivery company of the parcel being left in the 'safe place'.

It's not clear why the delivery company left the parcel in a 'safe place' rather than – assuming they weren't able to obtain a signature, if they tried to obtain one – returning the parcel to their office. But it's clear these were the actions of the delivery company, not DG or G. So, I don't think it's reasonable to hold DG responsible (as the insurer of the policy) for the subsequent loss of the tablet (and the data stored on it).

Mr P says G should be made to put in a claim for the loss of the tablet that the delivery company failed to deliver safely and securely, and any compensation that might be received from such a claim be paid to him (or the tablet replaced). I don't think that unreasonable, but it would something for Mr P to pursue directly with G and the delivery agent – it's not something I can reasonably require of DG.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 January 2024.

Paul King
Ombudsman