

The complaint

Mr X complains about the actions of Gresham Insurance Company Limited after he made an accidental damage claim under his home insurance policy.

References to Gresham include its agents.

What happened

In early 2022, Mr X made a claim under his home insurance (contents) policy with Gresham after he accidentally damaged his laptop.

Gresham accepted the claim and arranged for Mr X's laptop to be repaired. However, after it was returned to him, Mr X was distressed to discover that all the data had been wiped from it. He said he hadn't been advised to back up his data and he'd lost over 16,000 pictures that were on the laptop.

Gresham said it was unable to salvage Mr X's data, which it had wiped for data protection reasons. It apologised for not advising Mr X to back up his data prior to the laptop being taken for repair and offered him £150 compensation.

Mr X remained unhappy and asked our service to consider his complaint. Our investigator looked into Mr X's concerns and recommended Gresham pay Mr X a total of £300 to compensate him for his loss.

Mr X disagreed with our investigator's outcome. He didn't think £300 was enough to compensate him. He said he was expecting much more because he'd lost so much history in the form of pictures.

Gresham commented that the policy itself provides no cover for sentimental value. It thought its original offer of £150 was fair and reasonable for the avoidable error.

So, the complaint has been passed to me to decide.

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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

Gresham has acknowledged that it failed to advise Mr X that he should back up the data because it would be wiped when his laptop was taken for repair. And it's offered Mr X £150 to compensate him for the distress and inconvenience he experienced as a result. So, what I've needed to consider is whether or not this is a fair amount to put things right.

Gresham has accepted that Mr X's data wouldn't have automatically been backed up to the cloud, due to the age of his laptop. It's also taken responsibility for not informing Mr X that he

needed to back up his data prior to the laptop being taken for repair. From what I've seen and been told, the damage to Mr X's laptop was to his screen. So, I don't think Mr X would have expected his data to be wiped, without Gresham making him aware of this.

Mr X says he's lost around 16,000 photographs, including pictures of his wedding, birthdays, holidays and his children growing up. So, I'm persuaded that Gresham's mistake has caused Mr X considerable distress and upset. And I think £300 is a fair amount to put things right.

I appreciate Mr X doesn't think this is enough, given what he's lost. However, I don't think it would be fair to hold Gresham entirely responsible for Mr X's loss. I think Mr X was taking a risk by holding all of these important photographs on one device, without backing them up. There was always a danger that he'd lose them if the laptop was stolen or broken. I don't think Mr X's loss would have been so severe if he had taken steps to regularly back up the data on his laptop.

Putting things right

Gresham should pay Mr X £300 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr X's complaint and direct Gresham Insurance Company Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr X to accept or reject my decision before 2 December 2022.

Anne Muscroft
Ombudsman