

The complaint

Mr G complains that when his laptop needed a new battery and was sent to Domestic & General Insurance Plc for a replacement to be fitted, they didn't replace the battery and he believes they compromised the security of his device.

He incurred costs having his laptop fixed and wants D&G to cover these.

What happened

Mr G had insurance for his laptop with D&G. In October 2022 the battery on his laptop was losing charge within an hour, so he contacted D&G to arrange for the battery to be replaced. He's told us that his laptop was collected on 22 October 2022 and returned on 26 October 2022. But he believes the battery wasn't replaced, as the supposedly new battery still lost its charge within an hour.

When the laptop was returned Mr G says his email account had been compromised, as emails kept disappearing, and he believes this was due to something done to the laptop by D&G.

Mr G arranged for an engineer to replace his laptop's battery and carry out a deep clean to remove viruses and malware. The engineer confirmed to him that the battery in the laptop was the original one, fitted when the device was manufactured, and he found it was covered in a layer of dust. So he was sure it hadn't been replaced by D&G.

Mr G raised a complaint with D&G which wasn't upheld. They told him that their engineer's report confirmed that the old battery in his laptop was replaced with a new one and the engineer didn't interfere with the laptop's software. They also said that the problem with his emails wasn't related to the repair. And as the laptop hadn't been assessed since Mr G reported it wasn't in good working order, they couldn't uphold his complaint. Mr G was asked to contact D&G so they could schedule a further repair.

After receiving their final response letter Mr G contacted D&G to dispute what they'd said about the repair, and to say he wasn't prepared to return his laptop to their engineer's for assessment due to the condition it was returned to him in. And on 24 November 2022 D&G have told us they received a letter from Mr G asking them to cancel his insurance, which they did.

Mr G then complained to our service.

D&G have told us that they asked Mr G to contact them so they could arrange a further repair of his laptop. But they didn't hear from him. And that if a part had become faulty after installation, they have a 30-day part guarantee. They'd spoken to their repair agents who'd confirmed that they hadn't touched the software on Mr G's laptop, and as he'd not provided any evidence to them, this wasn't something they could comment on further.

Mr G provided evidence to our investigator that the battery in his laptop, which D&G said they'd replaced, was date stamped 11/2017. Our investigator asked D&G for their comments

on this. In response D&G said that as Mr G purchased his laptop in 2017, parts for it would also have been manufactured in 2017. So they said the date stamp on the battery didn't mean it hadn't been replaced.

Our investigator also sent D&G a copy of the invoice for the work Mr G's engineer carried out. They said this didn't provide a breakdown of the cost of the replacement battery. And that Mr G's plan only covered electrical and mechanical breakdown. So the deep scan, service and maintenance carried out by his engineer wouldn't be covered.

Our investigator considered the case and said that as Mr G had provided a photo showing the battery after the repair, covered in dust, he was satisfied that it hadn't been replaced by D&G. D&G had asked Mr G to return the laptop so they could investigate and resolve the issue. But Mr G wouldn't do this as he thought his email had been hacked during the repair process, so he had security concerns.

While he said he understood Mr G's concerns and why he didn't want to return his laptop, our investigator felt D&G should have had the opportunity to assess the repair and take remedial steps if required. And he wasn't convinced that D&G were responsible for the issues with Mr G's emails, so he didn't think it was fair to ask them to pay for the independent repairs.

But as he felt D&G had provided poor service, by not replacing the laptop's battery during the repair, he partially upheld the complaint and recommended D&G pay Mr G £100 compensation.

Mr G didn't accept our investigator's opinion. He's provided a brief report from his engineer summarising the work he did on the laptop. This confirms that when examining the laptop he found a faulty, slightly swollen old battery. There was dust on the battery and it was tightly plugged on its socket. There was no evidence that it had been recently replaced. There was a power surge on the motherboard which required components to be repaired.

The engineer carried out a deep scan of the laptop's software and found viruses and malware. And the operating system was unstable and crashing.

Mr G doesn't accept that it was reasonable to say he should have returned his laptop to D&G for them to assess the repair and take further action if required. He's provided copies of poor online reviews of D&G's repairers and says he had no confidence in their ability to competently complete the repair.

And Mr G believes that D&G's repairers could have disabled his laptop's antivirus and malware protection leaving it vulnerable to the viruses and malware his engineer found. D&G had asked for Mr G's password so that they could check it was working after it was repaired. As they were only replacing a battery he doesn't think they needed this and says they haven't explained why it was required.

D&G were sent a copy of the engineer's report. Having considered this they confirmed they were prepared to accept our investigator's opinion and pay Mr G £100 compensation for poor service, but they weren't prepared to cover his engineer's costs.

The case has now come to me for a decision.

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.

Mr G's policy with D&G covered him for accidental damage and mechanical or electrical breakdowns. For repairs to laptops or similar products the policy requires that all blocks are removed from the device before it's sent for repair. So I'm satisfied that this is the reason D&G asked for Mr G's password, to enable them to access his laptop and ensure it was working correctly after the repair.

A lot of the additional information and comments Mr G has provided for me to consider relates to the battery in his laptop. I'm not going to go through every document or comment he's provided. I'm just going to say that based on what he's told us, and the comments from his engineer, I'm satisfied that D&G didn't replace the battery in his laptop when it was sent to them for repair in October 2022.

So when Mr G advised them that the fault with the battery was still present, was it reasonable for D&G to ask him to return the laptop to be assessed? Mr G says it wasn't because they'll lied to him about the work having been done, he'd seen very poor online reviews about the quality of the repairs they carried out, and he believes they'd hacked his emails, or removed his antivirus and malware protection to enable someone else to do this.

I can understand why Mr G is unhappy that D&G told him they'd replaced his laptop's battery when they hadn't. While he's concerned about the online reviews about the quality of repairs carried out by D&G's repairers, I can only consider the evidence that relates to this case. And I have to bear in mind that as he's unhappy with the service he received, he's sent us details of the negative reviews he's found.

D&G have told us and Mr G that they didn't touch the software on his laptop. And although his engineer has said that he carried out a deep scan and found viruses and malware, he hasn't offered any opinion on how the viruses and malware found their way onto the laptop. So regardless of Mr G's opinion there's no evidence that D&G did anything to the software on his laptop.

So on balance I think it was reasonable for D&G to ask Mr G to return the laptop to them to enable them to assess the repair. I can't say what would have happened had he done so, but I would hope this matter could have been resolved at that stage.

Mr G chose not to return his laptop, so I don't think it would be reasonable to ask D&G to cover the cost of replacing the faulty battery. His policy doesn't cover his computer software and even if it did there's no evidence that D&G did anything to impact his software.

But by not replacing Mr G's battery when this was the repair that was required, and by telling him it had been replaced D&G provided him with poor service. And taking everything into account I think the appropriate level of compensation for this is £100.

My final decision

For the reasons set out above I partially uphold Mr G's complaint about Domestic & General Insurance Plc.

And to put things right I require them to pay him £100 compensation for the poor level of service he received when they were dealing with his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 17 August 2023.

Patricia O'Leary
Ombudsman