DRN-5660111

The complaint

Mr A complains that Domestic & General Insurance Plc (D&G) damaged his laptop when he claimed for a repair under his device protection insurance policy.

What happened

Mr A has a device protection insurance policy, insured by D&G. In 2023 he claimed for one of his laptops insured on the policy as it wouldn't power up. D&G declined that claim as its repair agent told it the laptop had been tampered with by an unauthorised third party as parts were missing.

Mr A says that when the laptop was returned to him unrepaired he spoke to the laptop manufacturer who was able to help him restore the power.

In 2024 Mr A made a claim on the policy saying the laptop's speakers weren't working. D&G rejected that claim as the same laptop parts were missing or tampered with as in 2023. It returned the laptop to Mr A unrepaired.

Mr A's complaint is that when he sent the laptop to D&G in 2024 it was only the speakers that weren't working properly but when he got the laptop back from D&G it wouldn't turn on so D&G had made the damage worse. He wants his laptop to be fixed or replaced and compensation for his distress and inconvenience.

D&G's final response letter said as the laptop is suspected to have been tampered with then under the policy terms it wouldn't repair the laptop.

Our Investigator concluded that D&G might have been correct not to repair the laptop under Mr A's claim. But on the balance of probabilities the laptop had been further damaged while in D&G's care which has taken the laptop from having faulty sound to not turning on. He said D&G should replace Mr A's laptop not as part of his claim but because the laptop was further damaged in its care.

Our Investigator recommended D&G replace Mr A's laptop but if he doesn't accept a replacement it should provide him with a cash settlement for a refurbished laptop. Mr A would need to give D&G his damaged laptop in exchange for either option. He also recommended D&G pay Mr A £150 compensation for his distress and inconvenience it had caused.

Mr A accepted the recommendations. D&G didn't respond. As there's been no agreement the complaint has come 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.

D&G hasn't responded to our Investigator's recommendations despite us chasing it for a response. So I think it's reasonable for me to now make my decision on the available evidence.

D&G say it's reasonable for it to believe that the laptop's power problem Mr A now has is the same as he claimed for in 2023. Then its repair agent told it the covers inside the laptop were missing and the rubber covers for the fans weren't seated correctly suggesting the laptop had been tampered with. It declined to repair as the policy said:

> *'will not pay for the cost of:*
>
> *work carried out on Viewing Devices without a referral number from us or by repairers other than our approved engineers (unless we have agreed for you to pay for a repair yourself)'.*

D&G said it hadn't repaired the laptop's power problem, it hadn't been asked to pay for independent repair of the power problem and the problem would have required a physical repair which couldn't have been resolved without inspection of the laptop. D&G believes Mr A hasn't provided any evidence to support his allegation that it damaged the laptop while in for repair of the speakers and he's trying to claim for an issue it had already rejected in 2023.

Mr A sent us a report from the laptop manufacturer's store which he says supports that when he claimed for the laptop speakers not working there wasn't a power issue with the laptop. Our Investigator sent D&G the report, which is dated 26 March 2024 and says:

> *' customer reports that the audio will cut in and out...*
> *Audio diagnosis ran twice, both times failed in righthand speaker'*

The report doesn't say the laptop couldn't be turned on and D&G hasn't explained how the speakers could be checked without the laptop turning on. So I think the report supports that the laptop was able to be turned on at the time of the report and when sent to D&G for repair of the speaker problem.

Our Investigator also put to D&G that when Mr A sent it the laptop to have the speakers repaired its repair agent contacted Mr A about wiping the data on his laptop, which suggested the laptop was able to be turned on when it was with D&G for the claim for speakers. D&G hasn't commented on that point.

Mr A provided another report from the laptop's manufacturer's store dated 22 February 2025 which says:

> *'Issue: Unit doesn't power on…*
> *Proposed Resolution: Replacement main logic board required'.*

The 2025 report is evidence that the laptop doesn't turn on.

Given the laptop's internal conditions that D&G's repair agent noted at the 2023 claim I think D&G could reasonably rely on the above policy exclusion to decline a claim for the laptop not turning on. But given the available evidence, on the balance of probabilities I think it's more likely than not that Mr A's laptop was able to be turned on when it went to D&G in 2024 about the speaker problem and, as the laptop was returned to Mr A not turning on, it was damaged while in D&G's care. D&G hasn't persuaded me that's an unreasonable conclusion for me to make.

Our Investigator made recommendations about how D&G should put things right for Mr A. As I've said, D&G has given no response. Given the evidence I have I think the recommendations are reasonable.

I require D&G to replace Mr A's laptop and if he doesn't accept a replacement it should give him a cash settlement for a refurbished laptop. To be clear, the replacement can be a refurbished laptop, which ties in with the cash settlement option being for a refurbished laptop. Mr A will need to give D&G his laptop in exchange for either option.

D&G should also pay Mr A £150 compensation for his distress and inconvenience it caused. He's not had the use of the laptop for a considerable amount of time and it's clear from the evidence that he's been very frustrated about how D&G unfairly dealt with his matter.

My final decision

I uphold this complaint and require Domestic & General Insurance Plc to:

- replace Mr A's laptop, which can be with a refurbished laptop, or if Mr A doesn't accept a replacement, Domestic & General Insurance Plc should pay Mr A a cash settlement for a refurbished laptop. Mr A will need to provide D&G with his laptop in exchange for either option, and
- pay Mr A £150 compensation for his distress and inconvenience it unfairly caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 2 October 2025.

Nicola Sisk
Ombudsman