

The complaint

Mr S complains that Domestic & General Insurance Plc (D&G) acted unfairly when he made a claim on his device protection insurance and he complained to it.

What happened

Mr S has device protection insurance, insured by D&G. In October 2024 he claimed for a repair of his laptop. D&G told him to erase his data on the laptop for General Data Protection Regulation (GDPR) purposes before he sent the laptop for repair.

Mr S said D&G's request was confusing as the laptop was previously repaired, under the same policy, when it hadn't asked him to erase the data. In summary he asked D&G the following:

- Was its requirement to erase his data before sending the laptop for repair new as when his laptop was repaired in July 2024 there was no such requirement?
- Which elements of GDPR required his data to be erased from his laptop against his wishes?
- It's a long process for him to erase and then restore the data and if erasing data was necessary the insurance isn't fit for purpose?

Mr S said D&G didn't answer those questions. He cancelled the repair as he said him having to erase the data could be problematic. In November 2024 the laptop had to be repaired as it was no longer useable.

D&G's final response letter said the policy terms stated a policyholder should back up their data to prevent any loss during the repair process. For GDPR compliance its repair agents are required to remove all personal data to avoid any potential regulatory issues that may arise from inadvertently retaining customers' data on their systems.

Mr S complained to us. He said:

- D&G ignored the specific questions he put to it.
- GDPR doesn't require data to be erased in this situation. If GDPR does require it then D&G didn't follow the rules when it repaired his laptop in November 2024 as D&G didn't tell him to erase his data and his laptop was fixed and returned without his data being erased.
- D&G giving incorrect and inconsistent information caused him a lot of time and disruption in delaying the repair to his laptop which was essential for his work.
- D&G sent its final response letter by post when he asked for its response by email.
- He wants D&G to: explain why it's using GDPR as a reason for erasing data from his laptop; not cause so much disruption to get a repair; and provide email responses when requested.

During our investigation our Investigator asked D&G why for the October 2024 claim it gave GDPR as the reason it asked Mr S to erase his data before a repair was carried out. D&G said the GDPR statement given to Mr S isn't a 'general message' it gives. But it did recommend that a claimant back up data because the device could be reset to factory settings during a repair, depending on the nature of the repair, and data could be lost.

Our Investigator didn't uphold Mr S' complaint about D&G's service in relation to its request that he save and erase the data on the laptop before the repair. His opinion was that D&G shouldn't have cited GDPR as the specific reason why it asked Mr S to clear personal data from the laptop, it should have explained that the reason was to protect Mr S' data. But D&G giving GDPR as the main reason hadn't had any impact on Mr S.

Our Investigator considered that we couldn't look into the part of Mr S' complaint about D&G's complaint handling as it wasn't a regulated activity.

Mr S wanted an Ombudsman's decision. He didn't accept that the GDPR reason wasn't a 'general message' from D&G because it had referred to GDPR in its email to him and in its final response letter, which were from separate parts of the business. He said he was affected by D&G wrongly giving GDPR as a reason as he delayed in sending his laptop for repair so he had to use a poor functioning laptop which had significant impact on him until he had no choice but to send his laptop for repair. If his data had to be erased for his data safety then as D&G didn't erase his data when the laptop was repaired in November 2024 it's put his data at risk.

Before I made my provisional decision our Investigator told D&G that I considered I could look at the part of Mr S' complaint about complaint handling as it's ancillary to a regulated activity and asked D&G for some information. I summarised D&G's response in my findings below.

What I provisionally decided – and why

I made a provisional decision as although I'd reached broadly similar overall conclusions to our Investigator in relation to the main part of Mr S' complaint I also make findings on the part of Mr S' complaint about how D&G dealt with his complaint. So I made a provisional decision to allow the parties a chance to comment before I reached my final decision. I said:

'I've considered all the points Mr S has made but I won't address all his points in my findings. I'll focus on the reasons why I've made my decision and the key points which I think are relevant to the outcome of this complaint.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy terms set out the contract of insurance between Mr S and D&G so they are the starting point for my consideration. The policy says:

'Preparing your item for repair or replacement

Data back up and clearing: It is strongly recommended you backup and clear your personal data before you send the Covered Device for repair.

If we carry out a repair we will restore your Covered Device to factory settings. This will delete any data stored on the item'.

So the policy gives a warning to Mr S that he should back up and clear his personal data before sending his laptop for repair otherwise he'll lose the data stored on the device.

D&G needs to follow regulations on data protection as it stores or uses personal information, and that includes policyholder's information. This Service's role isn't to instruct businesses how to comply with those rules or to say that a business' procedure is right or wrong. If a business wants to ask a policyholder to save then erase their personal data before repairing a device to try to limit its liability under data protection regulations my role isn't to say the business can't do so. Most, if not all, insurers repairing devices, such as laptops, which contain policyholders' personal information ask that personal data is backed up and cleared before sending the device for repair. That's reflected in these policy terms, as I've set out above. I think that's a reasonable request for D&G to make and it's also for Mr S' benefit regarding his data.

D&G's final response letter didn't answer each specific question Mr S put to it, although I consider his third 'question' to be a statement of his belief rather than a question. D&G's communications with Mr S may not have set out its position in respect of the GDPR rules as clearly as he would have liked. But I don't think that disadvantaged him. He's accepted that D&G didn't refuse to do the repair in October 2024. He says the issue for him is that a full restore of data is a significant undertaking and deleting data and restoring is not without risk. He had the inconvenience of not having a fully working laptop for a month until it had to be repaired. But I think that was Mr S' decision to take. Even if D&G hadn't mentioned GDPR the policy is still clear that he should '*backup and clear your personal data before you send the Covered Device for repair*'. In the circumstances I can't fairly say D&G is at fault for Mr S' decision not to have the laptop repaired in October 2024.

Mr S said D&G is wrong to say that giving GDPR as the reason for erasing data wasn't a 'general message' as that reason was given to him from different parts of the business. I've put that point to D&G. It said the email was from its repair agent which operates separately from D&G and the repairer has its own data procedure. I think it's likely a repairer would also have its own data procedures. As I've said, businesses have to follow regulations on data protection and it's for the business to decide its procedure about how to comply.

Mr S said D&G didn't request that he erase his data when the laptop was repaired in July 2024. But I've seen the email the repairers sent to him in July which does say Mr S should back up his data and remove any memory. D&G also sent us the leaflet which is in the delivery boxes for claimants to pack their laptop which says '*Please Ensure You Have Made Adequate Backups Of All Your Personal Files. It May Be Necessary To Reload The Operating System To Repair Your Laptop Correctly. In This Case Windows WILL Delete ALL Your Personal Files*'. So I don't think D&G did ask Mr S to do something new for the October 2024 repair. Even if D&G did, I've explained above why I think it didn't act unreasonably.

Mr S also said D&G's procedure failed as when he sent his laptop for repair in November 2024 he didn't erase his personal data and when the laptop was returned fixed it still had the data. I asked for D&G's comments on that matter. It said Mr S hasn't provided evidence to support that his data was still there after the repair, but if his data wasn't erased it may have been a repair that didn't require the laptop to be restored to factory settings. I think D&G is correct that Mr S hasn't provided evidence to support that his data hadn't been erased. If he was able to provide evidence it might show D&G's repair agent hadn't followed its procedure. But this Service's role isn't to punish or fine a business just because it doesn't follow its procedure. Mr S hasn't shown that he's had any problem due to his data having not been erased.

Overall I don't think D&G's service was unfair when Mr S made his claim in October and November 2024.

As to the part of Mr S' complaint about D&G's complaint handling, I think that's ancillary to a regulated activity. The rules under which this Service operates say I can consider that part of the complaint in those circumstances. I've told D&G and it hasn't made any objections. Mr S complains that D&G sent its final response letter by post when he asked for its response by email. I asked for D&G's comments. It said it hasn't seen a specific request from Mr S asking for all responses to be sent only by email. It sent us a screenshot of Mr S' communication preferences recorded in its database which show his preferences were both email and postal correspondence. So I can't reasonably say D&G did anything wrong in sending its final response letter to Mr S by post. Even if D&G had wrongly sent its response by post there was no material inconvenience to Mr S.

If Mr S wishes to change his communication preferences with D&G to email only he should contact D&G direct'.

Responses to my provisional decision

D&G accepted my provisional decision. Mr S didn't respond.

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 S hasn't responded to my provisional decision by the response date we gave him or by this later date of my decision, so I think it's reasonable for me to make my final decision on the evidence I have.

As D&G accepts, and Mr S hasn't responded to, my provisional decision I've no reason to change my mind. For the reasons I've given in my provisional findings and these findings I don't think D&G's service was unfair when Mr S made his claim in October and November 2024. I don't think D&G did anything wrong in sending its final response letter to Mr S by post. Even if D&G had wrongly sent its response by post there was no material inconvenience to Mr S. I don't uphold this complaint.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 September 2025.

Nicola Sisk
Ombudsman