

The complaint

Mr D complains about the way Domestic & General Insurance Plc (“D&G”) acted in relation to a claim he made on his gadget insurance policy.

Reference to D&G includes its agents and representatives.

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.

Our investigator thought D&G acted fairly overall. I agree, and for the same reasons, so I don’t think it’s necessary for me to go over everything again in detail. Instead, I’ll summarise the main points:

- Mr D held an insurance policy, underwritten by D&G, to cover several gadgets, including a laptop. He made a claim for a software problem and sent the laptop to D&G. I understand the problem was resolved and isn’t the focus of the complaint.
- Upon return of the laptop, Mr D noticed damage to the casing. He got in touch with D&G, and it initially said no physical damage had been noted when it received the laptop, indicating the damage occurred when the laptop was with D&G or in transit back to Mr D. However, it later said photos taken when it received the laptop showed the damage, indicating the damage existed before D&G received it.
- Mr D questioned what appeared to be a contradiction in D&G’s position and evidence. D&G said the reference to there being no physical damage meant it had been established there was no such damage to repair as part of the claim.
- I’m satisfied that’s likely to be the case. The reference came from the repair notes, where the focus was clearly on what needed to be done to resolve the problem claimed for, and all comments were made within that context. In this case, the problem was limited to a software issue, so I can understand why the repair notes weren’t concerned with any physical damage. I don’t think the purpose of the comments was to provide an appraisal of the overall condition of the laptop.
- I note Mr D has no photos of the laptop prior to sending it to D&G. Photos taken by D&G upon receipt show damage which is materially the same as that Mr D found when he received the laptop back. So the photographic evidence is consistent with the point I made in the previous bullet point and supports D&G’s position.
- Whilst Mr D has asked for time stamps or meta data and the like, I’m satisfied that’s unnecessary in this case. The relevant photos are clearly labelled ‘in’, so I consider they likely reflect the condition in which D&G received the laptop. With what appeared to be a contradiction in D&G’s position satisfactorily explained, and no evidence to challenge D&G’s position, such as photos from before Mr D sent the laptop to D&G, I see no reason to doubt the authenticity or timing of D&G’s photos.

- It would have been preferable for D&G to be clear about the context of the repair comments from the outset. That would have set Mr D's expectations better. I also think it would have been helpful for D&G to share its pictures with Mr D earlier in the complaint process, so he could have seen D&G's evidence. Doing these things would likely have given Mr D greater confidence and trust in D&G's position.
- Nonetheless, I'm satisfied the evidence supports D&G's position more than Mr D's. I don't consider D&G made a general assessment of the condition of the laptop – I consider it noted there was no physical damage for it to repair as part of the claim. And its photos show it received the laptop with materially the same damage as when Mr D received the laptop back. I haven't seen any photos to suggest otherwise.
- In these circumstances, I don't think it would be fair and reasonable to hold D&G responsible for the physical damage to the laptop. As a result, I won't require D&G to take any further action.
- Mr D has expressed disappointment with D&G's complaint handling. That's not something I can consider, so I won't comment on it further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 April 2026.

James Neville
Ombudsman