

## The complaint

Mr S is unhappy with what Domestic & General Insurance Plc did after he made a claim on his gadget insurance policy.

## What happened

Mr S has insurance with D&G which covers a number of devices including his laptop. In May 2023 he made a claim for damage to his laptop. D&G carried out a repair and returned the laptop to Mr S. He subsequently complained the repair had led to a significant loss of storage capacity; he said the laptop previously had a 1TB HDD and a 512 GB SSD which had been replaced with a 230 GB drive.

D&G said it couldn't confirm the original specifications of Mr S's laptop due to its age. But its records showed the laptop provided to it had a 256 GB SSD which it provided a photograph of. And it said that had been returned to Mr S and an equivalent was fitted in the laptop as part of the repair.

Our investigator didn't think D&G had done anything wrong. Mr S remained dissatisfied. He provided a receipt showing the purchase of a 1TB HDD which he said had been fitted in his laptop prior to it being damaged. He drew attention to poor online reviews of the repair agent used by D&G. And he set out what he thought it should do to put things right. So I need to reach a final 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.

First, I appreciate Mr S has found this a very stressful experience. He's told us about the reliance he places on his laptop for maintaining his independence. I understand why that's important to him. But the issue I need to consider is whether D&G did anything wrong when carrying out the repair to that laptop. And the relevant rules and industry guidelines say D&G has a responsibility to handle claims promptly and fairly. It shouldn't reject a claim unreasonably

I've looked first at the terms and conditions of Mr S's policy. This provides cover for 'Accidental Damage' and says in the event of that it will "*adjust, repair, replace the Covered Device or pay the cost of replacement*".

It says the spare parts used will be "*either manufacturer spare parts of equivalent with similar specification*" And I think any parts used should be of a specification that puts Mr S back in the position he would have been but for the damage.

The issue in this case is whether that was done or not. Mr S is adamant his laptop had both a 1TB HDD and a 512 GB SSD when he sent it in for repair. However, the notes from the time record it having a 256 GB SSD. The potential specifications for Mr S's laptop include that option so there's no reason why it couldn't have included this. The notes also say "*the unit has suffered from impact damage which has resulted in damage to the components*

*listed*” which is why the drive needed to be replaced. And I’ve seen a copy of the photograph D&G says is of the drive replaced in his laptop which is a 256 GB SSD. I’ve also listened to a call D&G had with the repair agents in which they confirmed that’s what happened.

And while I appreciate Mr S has provided a receipt showing the purchase of a 1TB HDD there doesn’t appear to be other evidence to show that was fitted to this laptop. Mr S has also provided some poor reviews of the repair agents. But I’ve checked the reviews site in question and while there are a relatively low number of reviews most give the highest rating. Taking all of that into account I don’t think, on balance, that D&G did anything wrong here. As a result I don’t think there’s anything it needs to do to put things right. So I haven’t needed to consider the suggestions Mr S made in relation to this.

I’ve also considered Mr S’s concern that the replacement drive in his device is 230 GB and not 256 GB. However, the screen shot he’s provided in fact shows 237 GB of available space. In any case I don’t think that means a smaller storage drive has been installed. His laptop is running a Windows operating system and I think that’s more likely to be a reflection of the way in which Windows calculates available drive space.

Finally, Mr S has expressed concern D&G retained the information contained on the drive removed from his laptop. However, it’s told us that it was returned to him. If Mr S hasn’t received the returned drive he may want to contact D&G about this to see if it can provide more information on when and how it was sent back to him.

### **My final decision**

I’ve decided not to 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 6 December 2023.

James Park  
**Ombudsman**