

The complaint

Mrs J complains that Domestic & General Insurance Plc (“D&G”) unfairly declined her claim on an electronic device insurance policy.

What happened

Mrs J has shared with us that her son lives with global development delay.

From at least January 2024, Mrs J had a D&G policy that covered a games console used by her son.

Later in 2024, Mrs J reported to D&G that there was a fault with the console’s HDMI port. A courier collected the console and took it to an engineer appointed by D&G. Much of the complaint is about acts or omissions of the engineer on behalf of D&G. Insofar as I hold D&G responsible for them, I may refer to them as acts or omissions of D&G.

On about 3 October 2024, the engineer reported to D&G. D&G declined the claim on the grounds of malicious or deliberate damage.

D&G returned the console to Mrs J, but it was chipped and scratched.

Mrs J complained to D&G that it was responsible for all damage to the console.

By a final response dated 18 October 2024, D&G turned down the complaint. It included the following:

“The engineer believes that the games console has been damaged maliciously as the warranty sticker has been removed, there is liquid metal all over heatsink and main board, HDMI port has been changed but not done properly and HDMI chip has also been changed.”

Mrs J asked us to investigate.

Our investigator didn’t recommend that the complaint should be upheld. He didn’t think that D&G was wrong to decline to meet the claim. He said that, without any photographic or video evidence of the condition of the console inside or out before the courier took it, it was not possible for him to say how or when the damage was caused.

D&G agreed with the investigator’s opinion.

Mrs J disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- Someone has opened the console and damaged it. That wasn’t her doing.
- The device wasn’t safe in transportation.

- She and her son deserve a replacement or refund.

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.

The policy excluded deliberate damage. The policy also excluded repairs or use of spare parts not authorised by D&G. The policy also excluded cosmetic damage such as dents and scratches.

The photographs support the engineer's report that someone had opened the device and spilled hot metal (e.g. solder) inside it. I also accept the engineer's report that someone had changed the HDMI chip and changed (badly) the HDMI port. I find that consistent with an amateur unsuccessfully attempting a repair.

I don't consider that the courier was D&G's agent or that D&G was responsible for acts or omissions of the courier. In any event, I don't find it likely that a courier would open a package, tamper with the device and then deliver it to D&G's engineer.

Similarly I don't find it likely that a console engineer would not only botch a repair but also report to the insurer without accepting responsibility.

As the device was so badly damaged internally, I don't consider that the cosmetic damage such as scratches and chips are of any relevance to the outcome.

My role is to focus on the acts or omissions for which D&G was responsible. Whilst I can't say who caused the fault and damage to the console, I'm not persuaded that the evidence shows that D&G was responsible for putting it right.

So I don't consider that D&G treated Mrs J unfairly by declining her claim and complaint. And I don't find it fair and reasonable to direct D&G to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Domestic & General Insurance Plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 7 January 2025.

Christopher Gilbert

Ombudsman