

## **The complaint**

Mr A complains that Domestic & General Insurance Plc ('D&G') declined a claim he made for a damaged Xbox under his insurance policy.

## **What happened**

Mr A held an insurance policy underwritten by D&G. He sent his Xbox off to be repaired, but D&G said that the console's serial number didn't match the one they had on file, so they declined to cover the repair.

Mr A felt this was unfair and complained. He said the Xbox he returned was the same and he didn't understand why D&G were saying the serial number were different. D&G considered the complaint but didn't uphold it. They said their investigation showed the console that Mr A sent in did not match the serial numbers they held on file, leading to the conclusion that a different unit was sent to them. Mr A remained unhappy with D&G's response to his complaint – so he brought it to this Service.

An Investigator looked at what had happened but didn't recommend that the complaint should be upheld. She said the evidence demonstrated the serial numbers were different and she hadn't been provided with a persuasive explanation or any evidence to show the reason for this, or that it was the same console. So, she didn't think D&G had acted unreasonably by declining the claim.

Mr A disagreed with the Investigator's outcome and asked for an Ombudsman to consider the complaint – so, it's been passed 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.

Having done so, I've decided not to uphold the complaint, for the same reasons as the Investigator.

The main issue in this case is whether D&G acted fairly by declining to cover Mr A's claim. D&G have a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably.

I've looked very carefully at the information from D&G systems. The serial number on the Xbox that Mr A returned doesn't match the serial number D&G had on their files. And while I can see the Xbox had repairs and replacements carried out in 2020, which resulted in a change of serial number, this still didn't match the number on the Xbox Mr A sent in for repairs as part of this claim.

The Investigator asked Mr A to provide any evidence or testimony he could to explain why the serial number was different, but Mr A has been unable to do so. Therefore, I consider the fair and reasonable way to consider this complaint is on the balance of probabilities. That is,

what I think is most likely to have happened, considering the evidence that is available and the wider circumstances of the complaint.

I've thought about this situation very carefully and I'm persuaded that D&G's evidence demonstrates that the Xbox Mr A sent in for repair under his policy was not the same console that was covered under his policy. And in the absence of any evidence to the contrary from Mr A, it therefore follows that I'm satisfied D&G haven't acted unfairly in declining to cover the Xbox under the policy.

### **My final decision**

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 5 June 2025.

Stephen Howard  
**Ombudsman**