

The complaint

Mr H complains that Domestic & General Insurance Plc (“D&G”) declined a claim he made under his appliance insurance policy.

What happened

Mr H made a claim under his appliance insurance policy with D&G for a damaged games console. He said his children were fighting over it and had smashed the screen out of the frustration.

D&G arranged for the console to be assessed by its approved repairers. Following this, D&G declined Mr H’s claim.

Mr H raised a complaint, but D&G maintained its position. It said its investigation suggested that the repair went beyond what could be classified as accidental damage.

Mr H remained unhappy and referred his complaint to the Financial Ombudsman Service.

Our investigator didn’t think Mr H’s complaint should be upheld. He didn’t think D&G’s decision to decline Mr H’s claim was unfair.

Mr H disagreed with our investigator’s outcome. He said it was unfair to suggest that his young child had deliberately damaged the games console. Children breaking things by accident was precisely why he paid for accidental damage cover. He felt he’d been treated with suspicion rather than fairness. He said D&G had accepted a similar claim for accidental damage on his television in the past. He felt its inconsistency showed D&G were applying their terms in a selective and unfair way.

As Mr H disagrees with our investigator’s outcome, his complaint has 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 Mr H’s complaint. I’ll explain why.

The policy’s terms and conditions say cover is provided for:

“Accidental damage (during and after the manufacturer’s guarantee)

Both during and after the end of the manufacturer’s parts and labour guarantee period, if your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means the product is no longer in good working order, we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement product.”

D&G says it doesn't believe the damage was accidental. It says that while it was unlikely to have been premeditated, the evidence shows the console was damaged as a result of a deliberate act carried out in the heat of the moment, rather than an accident or mishap.

It's referred to the following policy exclusion:

"any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants or trees."

The approved repairers who assessed the damage made the following comment:

"We believe this device has been maliciously damaged. The console has seven impact marks on the digitiser, which is more than we believe could have taken place accidentally. The device has a missing [sic] screw and cracking to inaccessible areas of the casing. The provided fault description also suggests that the damage was caused deliberately by the customer's son. This fault description is also inconsistent with the listed damage."

In an email to D&G, Mr H said the console was being used by his 7-year-old and in attempt to take it from him, his toddler accidentally dropped it on the floor and may have struck it with something in the process.

However, the photographs we've been provided with show multiple areas of impact on the screen. There is also a crack on the casing and a missing screw. So, I think it was reasonable for D&G to conclude that the damage was inconsistent with accidental damage caused by Mr H's toddler dropping the console.

Mr H has commented that D&G previously accepted a claim for accidental damage to his television. But I'm not persuaded that this shows it acted unfairly with respect to his claim for the console.

I appreciate my answer will be disappointing for Mr H, but I think it was reasonable for D&G to have concluded that the damage was deliberate rather than accidental. And I think it was fair for it to decline his claim, in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 January 2026.

Anne Muscroft
Ombudsman