

The complaint

Mrs A is unhappy with how Domestic & General Insurance Plc (D&G) has handled her claim for a games console under her Monthly Care Insurance Policy.

Any reference to D&G includes its agents. Mrs A is represented by Mr M, and it's been Mr M handling the claim, so I'll mainly refer to him throughout the decision.

What happened

The background of this complaint is well known to both parties, so I've summarised the key points:

- Mrs A has a policy that covers accidental damage and breakdown to the listed product - in this case a games console.
- On 16 April 2025, a claim was reported as the console was overheating. D&G arranged for the console to be sent to its third party which I will refer to as "CD" for repair.
- Mr M says that when he logged the claim with D&G, he was told that it was likely the console was too old for repair. He says D&G told him that CD would call him prior to doing anything to the console to see how he wanted to proceed.
- D&G says CD proceeded to repair the console by replacing the hard drive and the fixed console was returned to the policyholder.
- Mr M complained to D&G as he said he was told it was too old to repair, and he was told he would be called prior to any work being done. It accepted that it couldn't advise Mr M who had told him the console was too old for repair and awarded two months fees £12.92 for any inconvenience caused.
- Unhappy with this, Mrs A brought the complaint to this service, as she said she had received poor customer service and she also said her son has been unable to use the console for four months.
- Our investigator considered the complaint and upheld it. He recommended that D&G increase the compensation to £50 in total.
- Mr M disagreed, he wants D&G to replace the console and ideally with the next model up. The complaint has therefore been passed to me, an Ombudsman, to make 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.

I agree with our Investigator that D&G has slightly misunderstood one of Mr M's complaint points. D&G says that it hasn't been able to evidence that CD told Mr M the console was too old to repair – but from listening to these calls, Mr M makes it clear on more than one occasion that it was D&G who had informed him of this, not CD.

Mr M has consistently said that when he logged the claim, the D&G agent had advised him that the console was likely to be too old to repair – and Mr M says he was reassured by D&G that he would be called prior to any work being done to the console to see how he wanted to proceed.

D&G has said it has sent everything it has for this complaint, but it hasn't evidenced this phone call of 16 April 2025, so given Mr M's consistent and detailed testimony of this, I see no reason to doubt what he's said here.

D&G has said that the console was fixed by way of a replacement hard drive and returned to the policyholder. But I don't think that is entirely the issue here.

I have looked at the terms and conditions of the policy. Under how to make a claim it says:

“All claims

.... Note, if we carry out a repair we will restore your product to factory settings. This will delete any data stored on the product. Please remember to regularly back up your data.”

So, I'm satisfied this it is clear it's the responsibility of the policy holder to ensure the data is backed up. And I appreciate that Mr M has since been informed by CD how he can log into the account and re-download the games etc. that his son had on the console. But I'm aware that saved games data and any other media which may have been saved on the hard drive will have been lost when the hard drive was replaced. I'm not holding D&G responsible for that. But having the console repaired with no call from CD contradicted what Mr M was told would happen by D&G, and this has no doubt caused a loss of expectation.

Mr M was left frustrated when trying to discuss the situation with D&G and I can see he tried to call several times. He had to explain himself more than once when calls were transferred to other departments with no handover, which isn't great service, and I don't think D&G fully grasped what he was actually saying. So, I'm satisfied that the level of service wasn't what I would expect.

However, I do appreciate Mr M isn't the policyholder here, Mrs A is and she didn't suffer the distress and inconvenience of this directly. But I accept that the impact of the distress and inconvenience Mr M and their son suffered would've also impacted Mrs A. So, I will be directing D&G to increase the compensation it already agreed to pay from £12.92 to £50 in total. If the £12.92 has been paid it should pay a further £37.08.

I appreciate Mrs A and Mr M on her behalf won't be happy with this as he feels they should be compensated by way of a new console and ideally with one that is the next model up. But this isn't what the policy is there to do. It would only look to replace the console if it was unable to complete a repair due to unavailable parts or it was uneconomical to repair, and this isn't the case here. The console has been returned in working order with a replacement hard drive. I can see no reason as to why the console can't be used and Mr M has been advised how to log in to the account and re-download the games that his son was playing. I therefore won't be instructing D&G to do anything further other than pay the additional compensation that I have already mentioned above.

Putting things right

I instruct Domestic & General Insurance Plc to:

- Pay £50 compensation in total. (If the £12.92 has been paid it should pay a further £37.08) for the distress and inconvenience.

My final decision

For the reasons given above, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 12 February 2026.

Angela Casey
Ombudsman