

The complaint

Mrs W complains Domestic & General Insurance Plc (D&G) unfairly declined a claim under an appliance insurance policy.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them in detail. Instead, I'll focus on the reasons for my 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.

Mrs W held an insurance policy with D&G. This covered a console for breakdown or accidental damage – which is physical damage as the result of a sudden cause. D&G inspected the console and declined the claim. It didn't think there was a breakdown or accidental damage, and so the policy didn't respond.

Mrs W didn't accept this. She says, in brief, the console was in good condition (with some markings on the casing), damage was caused by D&G while in its care, and D&G accused her of tampering with it. Mrs W thinks D&G should replace the console.

I find on the evidence available to me, and on the balance of probabilities, D&G treated Mrs W fairly. I say this because Mrs W claimed on the policy as the console wasn't working. This demonstrates there was a problem with it, and as Mrs W says this was in good condition, it follows the damage was unlikely the result of a physical incident which could be considered under the accidental damage section of the policy. This leaves the possibility of breakdown.

But I don't find the policy should respond under the breakdown section either. I say this because D&G has demonstrated when it inspected the console, it found cracking, markings which suggested casing had been removed incorrectly, a power supply unit was missing a screw, screws had been removed and reinserted incorrectly, and a disc drive was unplugged. D&G says this would have required human interference, which suggests someone has accessed the inside of the console. This isn't a breakdown which the policy responds to.

Mrs W has said the console had minor markings on the casing prior to D&G's agent receiving it – which D&G were aware of – and argues the additional damage noted by its agent was caused by them while the console was in their care. I don't find this argument persuasive. I say this because the console wasn't working before D&G's agent received the console, and I find it unlikely the D&G agent – which I am satisfied were suitably qualified to undertake a reasonable inspection of the console – would take a damaged console, and rather than repair it, fabricate evidence to decline what is ultimately a very common and low value claim.

In conclusion, I find D&G's decision to decline Mrs W's claim was a fair and reasonable one, and not contrary to the evidence. I accept my decision will disappoint Mrs W, but it ends what we – in attempting to informally resolve her dispute with D&G – can do for her.

My final decision

For the reasons I've given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 30 December 2025.

Liam Hickey
Ombudsman