

The complaint

Miss G is unhappy Domestic & General Insurance Plc (D&G) disposed of her TV after declining a claim she made under her appliance insurance policy.

What happened

In October 2022 Miss G called to register her tumble dryer warranty with D&G. During the call, she was sold an accidental damage and breakdown insurance policy for two TV's.

Shortly after taking out the policy, Miss G contacted D&G to make a claim for accidental damage to one of the TV's. The TV was collected by D&G's repair agent, and Miss G submitted a claim form and the requested documents to D&G.

D&G declined Miss G's claim as they said she hadn't sufficiently demonstrated she had a genuine claim. D&G said her TV would be returned to her.

Miss G chased D&G's repair agent for the return of her TV, but by that point, the TV had been disposed of. D&G said the repair agent had tried to contact Miss G to arrange return, but as they were unable to make contact, they disposed of the TV.

As Miss G was unhappy her TV had been disposed of, she approached this service.

Our investigator looked into things and upheld the complaint in part. He said that he didn't think there was anything to show the TV wasn't in a good condition, but he said D&G hadn't acted unfairly by questioning the content and clarity of the information provided in support of it, so he said D&G hadn't acted unfairly by declining the claim.

However, the investigator wasn't satisfied D&G had sufficiently demonstrated attempts to contact Miss G to return her TV, so he said it shouldn't have been disposed of. The investigator recommended D&G compensate Miss G £150.

D&G didn't agree and asked for a final decision from an ombudsman.

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 reached the same outcome as our investigator.

D&G says Miss G hasn't provided sufficient evidence to support she is making a genuine claim. D&G say that Miss G asked about accidental damage scenarios during the sales call, and a claim was made shortly after taking out the policy. They also say Miss G hasn't provided sufficient evidence of proof of purchase.

I've listened to the sales call. I acknowledge that Miss G discussed scenarios of accidental damage that might be covered under the policy. However, there was nothing in the call to

support the TV wasn't in a good condition. During the call Miss G asked about her fridge freezer and mentioned the issues it already had, and D&G said it wouldn't be able to cover it due to its current condition. If the TV wasn't in a good condition, then I think it's likely Miss G would also have mentioned this, like she did with the fridge freezer.

I recognise that a claim was made shortly after taking out the policy. And that Miss G asked about different examples of types of accidental damage that might be covered during the sale. But there isn't anything in the call which persuades me that the TV wasn't in a good condition prior to taking out the policy.

However, the policy terms say Miss G needs to provide information to support her claim. And that the item needs to be owned by her. Miss G submitted information including a claim form and receipts, and I'm satisfied D&G were reasonable in questioning the clarity of the information. So, I don't think D&G acted unfairly by declining the claim.

After the claim was declined Miss G was told her TV would be returned to her by the repair agent. D&G has said that the repair agent tried to call Miss G several times, along with sending her a letter. As they were unable to reach Miss G, they disposed of the TV, which Miss G discovered when she called on 24 January 2023. Miss G disputes she received any contact from D&G or their agents.

Our investigator asked for evidence from D&G (and their agent) to demonstrate the attempted contact with Miss G.

D&G has provided some system notes which say, under one diary entry, previous dates when it says a call was attempted. However, there hasn't been anything provided which supports those calls were made on those dates. There isn't any information surrounding when the calls were actually made, such as time of day, or whether a voicemail was left or there was the facility to do so.

The alleged call attempts were said to have been on 19 November 2022 and 20 December 2022 but are all logged under a single system note dated 25 January 2023. I'm unsure why, if they were made on the dates outlined, they wouldn't be recorded separately on those actual dates, rather than all on 25 January 2023 – after the TV had been disposed of and they'd told Miss G this when she chased them. Instead, there are no system notes between 17 November 2022 when the claim was declined and 25 January 2023 when Miss G had been told the TV had been disposed of.

D&G has provided a copy of a letter dated 23 December 2022 addressed to Miss G advising the TV would be disposed of unless she contacted the agent within 28 days. But no proof of this actually being sent has been provided either, and there are no system notes which show this was sent at that time either. Instead this is also in the notes from 25 January 2023, rather than when the letter was dated.

The policy terms outline a TV would be disposed of when it is replaced under a claim. But that isn't what happened here. And I'm not satisfied D&G has sufficiently demonstrated attempts were made to contact Miss G before disposing of the item when they did.

I also note that whilst D&G say the TV was disposed of on 20 January 2023 and their system notes (dated 25 January 2023) say this, there is also a note on the system, (added 25 January 2023 too) which says it was disposed of on 13 January 2023 - which would be within the 28 days of the letter, even if Miss G had received it and contacted D&G within that time. Whilst I can't be sure exactly when it was disposed of, either way I'm not satisfied D&G has demonstrated sufficient contact attempts were made prior to doing so. So, I agree with

our investigator that £150 compensation for disposing of the damaged TV is a fair and reasonable amount in the circumstances.

My final decision

It's my final decision that I uphold this complaint in part and direct Domestic & General Insurance Plc to:

- Pay Miss G £150 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 1 August 2023.

Callum Milne
Ombudsman