

## **The complaint**

Mr S complains about Domestic and General Insurance PLC (D&G) who declined his claim, under his gadget insurance policy.

## **What happened**

Mr S held gadget insurance policies with D&G. On 13 June 2023, he made a claim for the loss of the first phone that he had insured. D&G accepted the claim and replaced the lost phone. This replacement phone was also later claimed for by Mr S.

Mr S was advised that he was able to upgrade his policy by including additional devices. He said that he purchased phones for his family and decided to upgrade his cover for the protection of those phones.

D&G cancelled Mr S' existing policy and created a new one that ultimately included cover for all the phones (four in total). In July 2023, Mr S made a claim for the loss/theft of all four phones.

Following the claims investigation, D&G told Mr S that the claims would be declined. Mr S raised a complaint with D&G, as he said that he had paid around £1,200 per phone and was over £3,600, out of pocket because of the decline of the claim.

In its final response, D&G said that after reviewing the documentation, as well as other data it held. It made the decision to decline the claim on the basis that the claim wasn't genuine. It said that it felt that the decision was fair and reasonable in the circumstances. It said that it would refund all the excess payments made.

Mr S was still unhappy with the outcome as he said that the claims were genuine. And as he had been given his referral rights, referred a complaint to our service. One of our investigators had considered the complaint and thought it should be upheld. She said that it wasn't fair that D&G hadn't told Mr S any of its concerns about why it declined his claim. So, she couldn't agree that it had fairly declined the claim, unless it had given Mr S an opportunity to respond to its concerns and consider his response. So, she recommended that D&G settle the claim in line with the remaining policy terms, less excess. She also said that D&G should pay Mr S £100 compensation for the trouble and upset caused.

Mr S accepted the view, D&G did not. It said that it was unable to provide any further information to Mr S, except what was mentioned in the final response. So, it asked for a 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 will uphold this complaint and I hope my findings explain why I think this is fair and reasonable in the circumstances.

I have considered all the evidence and comments made by both parties. I think the main issue of this complaint was whether D&G, was fair to decline the claim. I can see that essentially the claim was declined because D&G felt that the claim wasn't genuine.

D&G said that it conducted an in-depth investigation following the claim that Mr S submitted. It said that it was unable to share the details of the investigation but was satisfied that the claim wasn't genuine. It said the policies allowed it to cancel and to decline the claims.

Mr S said that the claims were genuine, he had correctly insured all the devices. He had submitted all the evidence that D&G had requested and was prepared to submit any information from the police but hadn't done so.

D&G has said it carried out a full investigation and has evidence to support its position. However, I haven't seen that it has furnished those reasons or evidence, to Mr S for his comments or explanation.

D&G said that the claims were declined as it believed that they were not genuine and under the policy it was permitted to. But it should've explained to Mr S, why it believed the claims were not genuine. And given Mr S the opportunity to respond to the information, which it hasn't done. Consequently, I can't reasonably say that D&G fairly declined the claims.

I'm satisfied that D&G were given enough time to outline the reasons for its decline to Mr S. And I can see that it has chosen not to present even a summary of those reasons to Mr S, which I don't think is fair. In the circumstances, I think it's fair that D&G settle the claim under the remaining policy terms, less any excess payable. I also think it's reasonable for D&G to pay Mr S £100 compensation for the trouble and upset caused.

### **Putting things right**

To put matters right, I direct D&G as outlined below.

### **My final decision**

For the reasons given, I uphold Mr S' complaint.

Domestic and General Insurance PLC to:

Settle Mr S' claims under the remaining policy terms.

Pay Mr S £100 compensation for the trouble and upset caused.

Domestic and General Insurance PLC must pay the above compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If it pays later than this, it must also pay interest on the amounts from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 February 2024.

Ayisha Savage

**Ombudsman**