

The complaint

Miss W has complained that Domestic & General Insurance Plc (D&G) misled her about the appliance it was providing cover for under an appliance warranty.

What happened

Miss W complained to D&G. She said that a few years earlier she had asked D&G what appliance was covered by a policy she was paying for. It told her it was a washing machine. However, it later turned out the cover was for a tablet computer, which she no longer had. She said D&G had misled her.

When D&G replied to the complaint, it didn't uphold it. It said it didn't have a record of it covering a washing machine. However, it had a record of a phone call in 2023 where D&G confirmed it was covering a tablet and not a washing machine. It said it had sent a renewal notice each year about the policy.

So, Miss W complained to this Service. Our Investigator didn't uphold the complaint. He said Miss W had two policies, one for a washing machine and another for a tablet. The washing machine policy expired after three years. The tablet policy was a continuous plan. Miss W seemed to change address and so might not have received the renewal notices. However, this wasn't down to D&G. He also understood that some premiums had been returned under the direct debit scheme.

As Miss W didn't agree this was a fair outcome, the complaint was referred to me.

I issued my provisional decision on 8 October 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

From what I've seen. Miss W had two separate policies with D&G. One was taken out in January 2018 and was for a tablet. This was a continuous plan that kept renewing unless Miss W cancelled it. Miss W also had a separate policy, under a different policy number, for a washing machine. This policy started in July 2018 and expired in July 2021. Miss W has said she spoke to D&G in 2019 and was told what she was paying for was a washing machine policy, when it actually turned out it was for a tablet.

I've looked at the payments for the policies. For the tablet, this was initially a three-year policy that cost a total of £69.99. It's my understanding that the payment for this policy was taken in 10 instalments during 2018. This meant payments stopped being taken from Miss W's bank account in about October or November 2018. It's my understanding that no premiums were taken for the policy in 2019 or 2020 because all the premiums had been collected in 2018. The cover for the tablet then rolled over to a new policy in January 2021. D&G wrote to Miss W to tell her about the new policy, including the new policy number, and the monthly premiums. It also wrote to her at each of the renewals that followed. I have seen the renewal letters and these were all sent to the same address, which I understand Miss W had moved from a few years earlier.

In 2021, the premium for the policy was £70.08, which was collected by direct debit at £5.84 per month. In 2022, the premium was £85.80, which was collected by direct debit at £7.15 per month. In 2023, the premium was £96.60 and collected by direct debit at £8.05 per month. Miss W cancelled the policy in July 2023. It's my understanding that she was refunded £8.05 for the July premium. She also made a claim through the direct debit scheme and received £92.01.

For the washing machine, I don't know the payment history for that policy, but the renewal document Miss W was sent in 2021 said her previous payment was £84.99. However, Miss W didn't renew the policy and it expired.

Miss W has said she spoke to D&G in 2019 and was told the policy she was paying for was for a washing machine. D&G has said its records indicate that a phone call took place in April 2019 about the washing machine. However, it hasn't been able to provide the phone call because it changed its phone system. But even without that phone call I think I can comment on it.

If I accept that Miss W was told in that call that the payments were for a washing machine, I think she was given correct information. D&G's records indicate the call was in relation to the washing machine plan and Miss W has said D&G confirmed that was what the plan, and the payments, were for. The washing machine plan was still in place at that time and it was the only policy D&G was taking payments for.

The tablet was covered by a separate policy with a different policy number and at a different address and no premiums were being taken for it at that time. The final payment had been taken in 2018 and this phone call was in 2019. So, I don't think this indicated that D&G provided misleading information by saying the payments were for the washing machine.

At the beginning of 2021, the three-year period for which Miss W had paid premiums came to an end for the tablet policy. D&G sent renewal documents to Miss W by post. Miss W has said she didn't receive the renewal documents. I've seen the address the documents were sent to. It's my understanding that this was the address Miss W was living at when she first took out the policy. I haven't seen anything that showed me Miss W told D&G she had changed address.

I've also listened to the phone call between Miss W and D&G in July 2023. In that call, D&G confirmed Miss W had a policy for a tablet. The call handler cancelled the policy at Miss W's request. Initially the call handler was unable to find a policy for a washing machine, but when Miss W provided a different address the call handler found it and confirmed it had expired in 2021. The call handler also said that, even if she couldn't provide evidence of when she stopped using the tablet, Miss W could provide evidence of when she bought a different device to replace it. He said D&G would then consider if any refund was due. He provided Miss W with an email address to send the evidence. I think that was reasonable.

So, in summary, I don't think D&G misled Miss W during the phone call in 2019. I also don't think D&G needs to refund Miss W any of the premiums she paid for the tablet policy. As a result, I don't currently intend to uphold this complaint or to require D&G to do anything further in relation to it.

I asked both parties to send me any more information or evidence they wanted me to look at by 22 October 2024. D&G replied and said it had no further comments. Miss W replied and, in summary, said:

- She didn't understand why D&G wouldn't disclose the phone call where she was told the ongoing payment was for the washing machine, which was false. This was the reason she had continued to pay for all those years.
- She said she was clearly told the payment was for the washing machine and she had continued to make the payments based on that belief.

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 don't uphold this complaint and for the reasons given in my provisional decision. As part of that, I've thought about Miss W's comments, but that doesn't change my view on a fair and reasonable outcome to this complaint.

Miss W has queried why D&G hasn't provide the phone call. As I said in my provisional decision, it's my understanding this is because D&G changed its phone system. However, it provided other evidence that indicated what the phone call was likely to be about. I haven't seen anything to suggest D&G has deliberately withheld the phone call.

Miss W's concern about the phone call not being provided is that she said it would show she was told the payments were for the washing machine. In my provisional decision, I explained my view if I accepted the conversation was about the washing machine. This was that Miss W was given correct information. The payments for the tablet stopped being taken towards the end of 2018 and started again in 2021. The phone call took place in 2019. No payments were taken for the tablet in 2019. It would therefore have been incorrect for D&G to say payments being taken in 2019 were for the tablet.

The phone call was also logged against the washing machine policy. This also suggests that any discussion about payments would have been related to the washing machine policy. So, I'm not persuaded Miss W was given misleading information about the policy payments when she spoke to D&G in 2019. Miss W has said the conversation was about the washing machine and the evidence suggests that was the case and that this information was correct.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 19 November 2024.

Louise O'Sullivan
Ombudsman