

## **The complaint**

Mr C complains that Domestic & General Insurance Plc (“D&G”) unfairly cancelled his electronic device insurance policies.

## **What happened**

Mr C has a daughter with autism.

On about 18 May 2020, Mr C took out a D&G electronic device policy.

On about 27 July 2021, Mr C took out another similar D&G policy.

Mr C reported about 29 similar incidents of smashed screens and items inserted into charging ports of electronic tablets used by his daughter.

By a letter dated 28 February 2024, D&G gave Mr C seven days’ notice of cancellation of all his D&G policies.

Mr C complained to D&G that the cancellation was unfair.

By a final response dated 17 March 2024, D&G turned down the complaint.

Mr C brought the complaint to us in mid-May 2024.

Our investigator said that she could only consider complaint points addressed in the final response letter dated 17 March 2024. Our investigator didn’t recommend that the complaint should be upheld. She thought that D&G’s decision to withdraw the insurance cover wasn’t unreasonable.

Mr C disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint.

## **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.

The Financial Ombudsman Service is bound by the Financial Conduct Authority’s dispute resolution rules. One of the rules is that, before we can investigate a complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response. It follows that we have to deal separately with any complaint that arises after the complaint that the firm had an opportunity to answer in the final response.

Also, we operate a two-stage process under which an investigator gives an opinion and, if necessary, an ombudsman gives a final response.

In Mr C's case, the investigator investigated the complaint that D&G addressed in the final response dated March 2024. I don't consider that I can deal with any other complaints in this final decision. That includes Mr C's complaint about other policies for which he paid Direct Debit instalments although he has been unable to use those policies.

D&G's policy covered 'Accidental Damage' defined as follows:

*"Unintentional and unexpected damage to any of your Covered Devices, or impairment to its functionality, caused by animals or accidents (including unintended breakage, mishaps and liquid spillages)..."*

D&G's policy terms included the following:

*"We may cancel this policy by giving you at least 7 days' written notice where there is a valid reason for doing so."*

I have no reason to doubt Mr C's statement that his daughter caused damage unintentionally. I also accept that the policy covered an unlimited number of claims.

However, I'm satisfied that D&G did a reasonable and proportionate investigation into what had happened. It took into account the vulnerability of Mr C's daughter.

D&G's reason for cancelling Mr C's policies was the claims history.

I accept that D&G could reasonably conclude that there was an unacceptable risk of similar incidents caused by Mr C's daughter. Further, such incidents were no longer "*unexpected damage*" that the policy would cover.

I'm satisfied D&G gave Mr C seven days' notice of cancellation for a valid reason and that this was fair and in line with the policy terms. So I don't find it fair and reasonable to uphold this complaint or to direct D&G to do any more in response to this complaint.

### **My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Domestic & General Insurance Plc to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 January 2025.

Christopher Gilbert

**Ombudsman**