

## **The complaint**

Mrs H is unhappy that Domestic & General Insurance Plc (“D&G”) declined her television claim because she didn’t provide proof of purchase.

Mr H raised the claim and complaint on her behalf, so I’ll refer to him throughout my decision.

## **What happened**

The background to this complaint is well-known to both parties. So I’ve set out a summary of what I think are the key events.

Mr H, on behalf of Mrs H, took out a television (tv) protection policy with D&G in February 2024. Three months later, Mr H claimed under the policy for problems with the screen. D&G told him there was an excess of £100 but Mr H complained because he had not been told about it when he bought the policy. D&G listened to the sales call and upheld his complaint. It agreed to waive the excess fee as a one-off gesture of goodwill.

Mr H confirmed he wanted the tv booked in for repair. D&G said it had booked the tv in, but the repair had been referred to the claims team. The claims team asked Mr H for proof of purchase due to an inconsistency regarding the age of the tv. Mr H couldn’t provide a receipt, so D&G rejected the claim.

Mr H complained that he hadn’t been told at the point of sale that he’d need proof of purchase to make a claim. D&G said the information was in the policy documents, but Mr H complained that he hadn’t received them. D&G said the documents had been issued by both post and email when he first took out the policy and it sent a further copy.

D&G didn’t uphold these parts of Mr H’s complaint. It said it was entitled to seek proof of purchase in line with the policy, and Mr H could’ve asked for the documents if he hadn’t received them when he first bought the policy.

Unhappy with D&G’s response, Mr H cancelled the policy and brought his complaint to us.

One of our investigators said that D&G had responded fairly to Mr H’s first complaint about the policy excess. However, he didn’t think D&G had done anything wrong in seeking proof of purchase, and the evidence showed that D&G had issued the policy documents. Our investigator said D&G’s request was in line with the policy, and fair in the circumstances, so he didn’t think D&G needed to put anything right for these two parts of the complaint.

Mr H didn’t agree. He said D&G waived the policy excess because it hadn’t told him about it, and he thought it was the same shortfall with the proof of purchase. He also repeated that he hadn’t received the documents when he first took out the policy.

Because Mr H didn’t agree, the complaint was passed to me to decide.

## **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 decided not to uphold Mr H's complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Here, D&G declined Mr H's claim, so my role is to decide whether it did so in line with the policy and whether it was fair and reasonable in the circumstances.

### Proof of purchase

In response to our investigator's view, Mr H said that D&G told him it had listened to the call and confirmed he wouldn't need to pay the excess or provide a receipt. I've listened to the call recording and while I agree that D&G waived the excess, there was no mention of the proof of purchase. In the call, after it had been agreed that the excess would be waived, the agent said:

*"repair has been booked for the television but the repair claim has been referred to our claims team so they're the ones who will contact you within 24 hours regarding the repair booking."*

It was the claims team which asked for proof of purchase due to conflicting information regarding the age of the tv. As this referral came after the call in which the excess was waived, I'm persuaded by the evidence that D&G didn't mention the proof of purchase at all. The referral was a separate and subsequent step in the claims process.

Mr H said D&G agreed to waive the excess because it hadn't told him about it during the sale. He said D&G didn't tell him about needing to provide a receipt, so the same principle should apply. I understand the point he's making, but I wouldn't expect D&G to tell Mr H about every part of the policy during a sales call. I'd expect it to provide key terms – such as the policy excess – but I don't find that the request for proof of purchase is a key term. That's because it's something that D&G might ask for if it has concerns about the claim rather than being a requirement for every claim. The policy sets out the detail of the contract between Mr H and D&G, and Mr H had a right to cancel if he didn't agree with the terms regarding proof of purchase.

Based on this evidence, I can't agree that D&G made a mistake by not mentioning the possibility that proof of purchase would be required. Or that by waiving the excess fee, it should be taken that D&G also agreed to progress the claim without Mr H providing a receipt. I'm satisfied that there's nothing for D&G to put right in respect of this matter.

### Policy documents

This brings me to Mr H's complaint that he didn't receive any policy documents until after he'd complained. D&G said it provided the documents by both post and email.

I've looked at the evidence provided by D&G from when Mr H bought the policy. The records show that Mr H asked for the documents by email and D&G generated the documents for issue to the same email address he provided for contact with us. D&G said its evidence showed that Mr H hadn't opened the email, which could mean it went into spam. That's not something for which I can hold D&G responsible, and it would've been up to Mr H to check

for receipt.

I also note that D&G generated the documents for issue by post. While there's no guarantee that Mr H received the paper version - whether due to postal issues or inadvertently discarding the communication, for example - I'm satisfied that D&G issued the policy by email as Mr H requested. Therefore, I don't uphold Mr H's complaint that D&G failed to send to him the policy documents prior to his claim.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mrs H's complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 4 February 2025.

Debra Vaughan  
**Ombudsman**