

The complaint

Mr B is unhappy that Domestic & General Insurance PLC (“D&G”) declined his claim under his protection policy.

What happened

The following is a summary of what I think are the key events.

Mr B received an unsolicited extended warranty for his television (TV) from D&G. He claimed under the policy when his TV screen stopped turning on. D&G said the policy only provided cover once the manufacturer’s warranty ended. The TV was 11 months old, so D&G declined the claim. Mr B sent a formal complaint to D&G in which he said:

- The TV suffered a mechanical or electrical breakdown.
- The policy was in force from 13 April 2024, and he was entitled to rely on that unless an exclusion applied.
- D&G was unwilling or unable to cite any exclusion clause to justify rejecting the claim.

D&G issued its final response to say it wasn’t upholding Mr B’s complaint. D&G said:

“Your Television has a manufacturers [sic] warranty period of 12 months, during this time, all repairs relating to manufacturer faults will be covered directly by the manufacturer and repairs caused by accidental damage are covered by your policy with Domestic & General.”

Unhappy with its response, Mr B brought his complaint to us. He said:

- The policy provided no cover whatsoever from the start date until August 2024 when the manufacturer’s warranty expired.
- D&G incorrectly informed him in its final response that the policy provided cover for accidental damage.
- The manufacturer refused to cover the breakdown.
- The policy requires interpretation by reference to information not contained in the wording.
- The policy fails to address what would happen in the event the manufacturer refuses a repair.
- Had he known the assurances stated on the policy that “*we’ve got you covered*”, and that it “*meets the demands and needs of those who wish to insure... against: breakdown*” were unreliable, he would’ve arranged other cover.

Our investigator didn’t uphold Mr B’s complaint. She said the policy stated that breakdown before the manufacturer’s warranty expires won’t be covered. As the TV was within the manufacturer’s warranty period, our investigator thought D&G had declined the claim in line with the policy.

Mr B didn’t agree. He said his complaint was that D&G issued the policy four months early,

leading him to believe he was covered from the start date on the documents. Further, he said he didn't think there was any obligation on him to check the date against the manufacturer's warranty end date.

Our investigator responded to Mr B's comments but, because he didn't agree, his 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 B's complaint for broadly the same reasons as our investigator. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. In reaching my decision, I've taken into consideration the relevant rules, the specific circumstances of Mr B's complaint and, where evidence is incomplete, what I think is most likely to have happened.

Mr B complained to D&G that he was entitled to rely on the start date of the policy, and it didn't cite an exclusion clause to justify rejecting the claim.

The policy sets out the detail of the contract between Mr B and D&G, so I've looked at whether cover would've been available for the TV breakdown.

To begin with, I've considered the start date of the policy. The documents state:

Duration of your policy

The policy period begins on the start date and continues until the end date, as specified in your certificate

IPID

When does the cover start and end?

The policy period begins on 13/04/2024 and lasts until 14/08/2028

As Mr B said, the policy clearly says the start date is April 2024, which is four months prior to the end of the manufacturer's warranty. So I think the policy was, strictly, valid at the time Mr B made his claim.

Moving on, the policy wording states:

What this policy covers

Breakdown (after the manufacturers guarantee)

If your product suffers a mechanical or electrical breakdown after the end of the manufacturers parts and labour guarantee period, we will (at our option) authorise a repair...

Exclusions

We shall not be liable for:

any breakdown cost already covered by any manufacturers, suppliers or repairers guarantee or warranty on the product;

The summary of cover – the insurance product information document (IPID) - also states:

What is insured?

1 breakdown after the end of the manufacturers guarantee period

Based on these details and the exclusion, I'm satisfied that the policy didn't provide cover for Mr B's TV in the circumstances.

I've thought about whether Mr B could reasonably expect cover within the manufacturer's warranty period to begin on the policy start date. Mr B described himself as a cautious individual who covers high-value items with standalone plans. He said if he'd known the policy didn't provide cover from the start date, he would've made other arrangements.

While I can understand that Mr B may have relied on the start date, it's not evident from the information he's provided that he looked at the policy details. The policy makes it clear in at least three separate places that cover isn't available within the manufacturer's warranty period. So, while the policy had an effective start date, a relevant exclusion applied.

I also note that the plan was unsolicited – it was a promotional plan, so he didn't buy it, or provide any information regarding the start date or type of cover required. If Mr B had intended to rely on the plan as the only cover available for his TV, I think it's reasonable to expect that he'd have read the policy to ensure it met his needs. Therefore, I can't reasonably hold D&G responsible for his failure to do so.

Mr B complained that D&G provided incorrect information in its final response by saying he had accidental damage cover. The evidence supports what he says. However, I've listened to Mr B's call to D&G when he first made a claim. The key information within that call is as follows:

- The TV stopped turning on.
- Although the cause was not confirmed one way or the other by the authorised repairer, Mr B said the TV stopped working after it was knocked.
- Mr B had forgotten about the policy, which he'd received unsolicited.
- D&G said the policy appeared to be a promotional plan offering only an extended warranty arranged by the manufacturer.
- D&G confirmed that the policy didn't provide cover for accidental damage.
- The agent told Mr B to claim under the manufacturer's warranty.

So, when Mr B called to make his claim, which was before the final response letter, the agent confirmed accidental damage cover wasn't available. The policy documents also confirmed that. Based on this evidence, I'm satisfied that D&G provided Mr B with information that accurately reflected the contents of the policy when he first reported the breakdown. It also provided the reason for declining his claim. Therefore, I can't see that D&G's mistake in its final response caused Mr B any financial disadvantage.

Although Mr B said D&G didn't cite an exclusion clause to justify declining his claim, I don't agree. The evidence, including the call recording of Mr B first making his claim, clearly shows that D&G explained cover wasn't available to him during the manufacturer's warranty

period. That's the relevant exclusion clause set out in the policy terms and conditions which allowed it to decline the claim.

Conclusion

Overall, I'm satisfied that D&G declined Mr B's claim in line with the policy terms and conditions, and fairly and reasonably in the circumstances. Therefore, I see no reason to require D&G to pay for repairs or compensate Mr B for any inconvenience he experienced.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 February 2025.

Debra Vaughan
Ombudsman