

## **The complaint**

Mr S complains about the way Domestic & General Insurance Plc (D&G) have handled his television insurance policy.

## **What happened**

Mr S had a D&G appliance insurance policy for a television. D&G say Mr S has had a similar policy for several appliances over the last few years.

D&G say this particular policy was for an LG television and was taken out in January 2020, it offered protection against mechanical and electrical breakdown and accidental damage.

In 2024, Mr S complained to D&G, he said that the television this policy was protecting, had been written off in 2022. He was unhappy that premiums had continued to be taken despite this and referred his complaint to our service for an independent review.

Our Investigator reviewed it, and was satisfied there were no claims against the television the policy was for with D&G. D&G have now cancelled the policy, as Mr S has said he no longer owns the television. They also offered a refund of premiums with interest, which the Investigator thought was more than fair.

During this complaint, Mr S has said he also felt discriminated against. The Investigator addressed this but said there was no evidence of this and that D&G had treated Mr S fairly.

The Investigator said they were aware Mr S has several ongoing complaints with D&G, including how this policy was cancelled and how they have communicated with him. However, they aren't being dealt with under this reference or considered by me.

Mr S remained unhappy, so the case has been 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 agree with the outcome given by the Investigator. I'll explain why.

Whilst Mr S did have a policy protecting an LG television, there has been no claim made for it on the policy, or any evidence of it being written off. Nor have I seen any evidence to show D&G were made aware that Mr S no longer had an LG television.

I am aware that Mr S has had other policies, protecting other televisions, but this isn't enough for D&G to be aware that Mr S no longer needed this policy. Customers can have several of these policies, protecting several televisions, at the same time.

That is also why I'm satisfied D&G have acted more than fairly in giving a refund of premiums to Mr S. They were not obliged to do so and this is more than I would have asked them to do. I have seen evidence that this has been paid to the account Mr S pays the policy direct debit from, so I don't believe they need to do anything more about this issue.

Mr S says that he feels he has been discriminated against and I am sorry to read that he feels that way. However, this Service doesn't make findings on whether something constitutes discrimination under The Equality Act 2010. This is because this service is an informal alternative to the courts, and only a court of law can make a legal finding based on the definitions set out within the act.

However, I can consider whether D&G has acted in a fair and reasonable manner, and to do that I take several things, including The Equality Act 2010, into consideration. We asked Mr S to explain why he felt D&G had treated him differently because of his disabilities and the colour of his skin. However, he didn't tell us why he thought this had happened. Because of this, I've had to base my decision on the evidence sent to us by D&G. These are recordings of some calls Mr S had with D&G - and correspondence they sent to him. Having reviewed this information, I've not seen anything to conclude that D&G treated Mr S unfairly or did anything wrong in the way it interacted with him.

In summary, I haven't seen any evidence that D&G wrote off a television that they then continued to take premiums from Mr S to protect. They have been more than fair in refunding premiums to him (with interest) based on his explanation that he doesn't have the television anymore. I don't require them to do anything else.

### **My final decision**

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 April 2025.

Yoni Smith  
**Ombudsman**