

## **The complaint**

Ms A is unhappy that Domestic & General Insurance Plc (D&G) sent her correspondence in the post rather than by email.

## **What happened**

Ms A held several appliance insurance policies through D&G. And in December 2024 she contacted it to purchase another policy for a Panasonic TV and to renegotiate the price of her original cover. She'd already asked D&G to send all correspondence relating to the policies by email, as she'd been a victim of postal fraud previously – and she reminded D&G of this request in advance of it sending any updated policy information.

But the following day, Ms A received post from D&G confirming changes to her direct debits. So, she made a complaint. D&G confirmed Ms A was selected for email correspondence and all policy documents had been sent electronically. But it did explain some documents, such as cancellation letters need to be sent in the post. It apologised for any confusion it caused and rejected the complaint. Ms A remained unhappy and referred a complaint to this Service.

Our Investigator upheld the complaint. He said, on balance he was satisfied D&G had sent Ms A postal correspondence, and the types of correspondence it sends through the post wasn't made clear to her. He said D&G should pay Ms A £100 in compensation for the trouble and upset caused. Ms A accepted our Investigators findings, but D&G disagreed. And it 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.

It's not our role to direct D&G generally about how it conducts its business. That's the role of the industry regulator, the Financial Conduct Authority. But what I can look at is whether D&G has treated Ms A fairly in the circumstances of this particular complaint.

Ms A told D&G previously that she wanted to minimise the amount of postal correspondence she receives. And I've seen evidence from D&G's system that Ms A is selected to receive emails. So, I think it followed her request to update her communication preferences.

But D&G explained to Ms A that some correspondence would be sent in the post such as any cancellation letters. And it seems Ms A was aware of this from previous conversations she had with D&G. However, the letters she received weren't cancellation letters – they related to changes to her direct debit payments (for all her policies) and not something she was expecting to receive.

D&G question whether the letters Ms A says she received were sent in the post. It says it has no record of this. And given Ms A complained the following day as to when they were

meant to have been sent out, it doesn't think it's possible for post to be sent and received so soon after.

I appreciate D&G's point of view. And I agree. It seems unlikely any post dispatched would arrive so soon after. So, I find it unlikely any correspondence Ms A received would have been following that conversation.

But Ms A has sent us images of the letters she says she received. I've reviewed these and I'm satisfied, on balance, she did receive them. There's no date on any of the letters so it's difficult to know exactly when they were sent. But Ms A did tell our service she contacted D&G in November 2024 to discuss her policies.

The letters she received all include the policy numbers (that she holds cover for). The policy number for the policy she purchased in December 2024, isn't referenced on any of the letters. So, given the letters Ms A received seem to have arrived so soon after she called in December, and they don't include the policy number she purchased at the time, I don't think the letters relate to that call. And instead, it seems more likely than not, they were sent following a conversation she had several weeks earlier.

D&G has explained that if an email isn't opened after a period of time, its system will generate postal correspondence. I also find it likely that any previous emails D&G sent Ms A may not have been opened, which has prompted the correspondence to be sent in the post. But I haven't seen any evidence showing D&G made Ms A aware that could happen. And I think it would have come as a shock and disappointment to Ms A to receive this type of correspondence in the post.

So, on balance, I'm satisfied Ms A received post from D&G that wasn't a cancellation notice or failed direct debit letters. And I've seen no compelling evidence from D&G that demonstrates it clearly explained to Ms A that this type of communication would be sent in the post. Or that if she didn't open an email after a certain period, post may be sent to her.

Ms A has explained she's previously been a victim of postal fraud and receiving correspondence this way caused her undue trouble and upset. Our Investigator recommended D&G pay £100 in compensation, which I think is a reasonable amount to recognise the impact D&G's actions had on her. It follows, I uphold this complaint and direct D&G to pay £100 in compensation.

### **My final decision**

For the reasons provided I uphold this complaint. I direct Domestic & General Insurance Plc to pay Ms A £100 in compensation for the trouble and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 22 April 2025.

Adam Travers  
**Ombudsman**