

The complaint

Mrs Y complains Domestic & General Insurance Plc (D&G) declined the claim she made under her electronic device insurance policy after she was unable to provide proof of purchase for a TV.

What happened

The events of this complaint will be well known to both parties and so I've summarised events. In August 2024 Mrs Y submitted a claim to D&G following damage to her TV. She said she was unable to provide proof of purchase as the TV was purchased for her children by her ex-partner as a gift and she was unable to reach him. D&G told Mrs Y it would be unable to proceed with the claim as she had been unable to provide the proof of purchase for the TV. Mrs Y raised a complaint. She said when she bought the policy she told D&G the TV was a gift and it said this wouldn't be a problem. She also shared information about the sensitive situation with her ex-partner.

On 27 August 2024 D&G issued Mrs Y with a final response to her complaint. It said its claim department had confirmed a proof of purchase would be required for the claim process to move forward. Mrs Y didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she thought based on Mrs Y's circumstances D&G could have made an exception or provide an alternative solution as Mrs Y didn't have a proof of purchase. She said she thought D&G should re-consider Mrs Y's claim, and consider how an exception could be made, such as offering an alternative means of verifying her claim. She said she thought D&G should pay £100 compensation for the loss of expectation Mrs Y suffered, and for not taking Mrs Y's circumstances into consideration.

Mrs Y accepted our investigator's view but D&G rejected it. It said it was entitled to ask for a proof of ownership to ensure the claim was genuine, and only a receipt or bank statement would be suitable proof. It said even without the proof of ownership, the claim may have been declined due to the circumstances of the loss. It also pointed to previous claims Mrs Y had made as reason to require a proof of ownership. This didn't change our investigator's mind on the complaint.

As D&G didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mrs Y's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs Y and D&G I've read and considered everything that's been provided.

The terms of Mrs Y's policy don't specifically state D&G will always ask for a proof of ownership when a claim is made, however I think it was reasonable for it to ask Mrs Y to provide proof of ownership. This is so it can confirm the item belongs to Mrs Y, and that she has an insurable interest in it.

Mrs Y has said she has been unable to provide a proof of ownership for the item she has claimed for. She has said the item was a gift from her ex-partner to her children. She has also explained the sensitive circumstances surrounding her relationship with her ex-partner. D&G have said without the proof of ownership it can't progress Mrs Y's claim, and so I've considered whether this is reasonable in the circumstances.

Based on the evidence provided, I don't think D&G have acted fairly when it declined to progress Mrs Y's claim further without the proof of ownership. Mrs Y has explained why she hasn't been able to provide the proof of ownership D&G have asked for. The item was a gift from her ex-partner to their children, and he hasn't provided the proof of ownership. Mrs Y has been consistent about this and so I'm persuaded by what she has said.

D&G have pointed to Mrs Y's previous claims, however I note the majority of these claims have been settled, either with a replacement or repair of the item claimed for. And so, I don't think the fact Mrs Y has submitted claims previously is a sufficient reason for D&G to only accept a receipt or a bank statement as proof of ownership in this claim.

In the circumstances of this case I think D&G should have given Mrs Y the opportunity to provide alternative evidence of proof of ownership, for example photographs of the item in her home, along with any packaging, manuals and accessories she may have for the item. Therefore, I think it's reasonable for D&G to re-consider Mrs Y's claim, giving her the opportunity to provide alternative evidence of her proof of ownership if she is still unable to obtain a bank statement or receipt from her ex-partner.

D&G have said there are other reasons why it may be able to decline Mrs Y's claim, aside from her being unable to provide it with proof of ownership. However, it hasn't declined Mrs Y's claim for these reasons at this stage and so it doesn't form part of the complaint I've considered. If D&G decline Mrs Y's claim in the future she can look to raise this as a separate complaint if she disagrees with the decision it has made.

I think Mrs Y was caused distress by D&G refusing to progress her claim without taking into consideration her circumstances, particularly after she had shared the sensitive nature of her relationship with her ex-partner. I think D&G should pay £100 compensation to acknowledge the distress caused to Mrs Y due to the way it has handled her claim.

My final decision

For the reasons I've outlined above, I uphold Mrs Y's complaint about Domestic & General Insurance Plc. I require it to:

- Re-consider Mrs Y's claim, giving her the opportunity to provide alternative evidence as proof she owns the item she is claiming for.
- Pay Mrs Y £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y to accept or reject my decision before 30 May 2025.

Andrew Clarke
Ombudsman