

## **The complaint**

Miss M has complained that Domestic & General Insurance Plc unfairly refused to consider her claim to repair her TV and then cancelled her gadget policy. She also complained about the rude and poor service she received.

## **What happened**

Miss M said her father gave her a TV as a gift sometime in 2020. She thought it cost him around £700. She took out a policy with D&G which started on 17 September 2024. I understand Miss M has other policies for other things in her home.

On 17 October 2024, Miss M made a claim as her TV had been damaged. She thought it was possibly done by her grandchildren, but she had been unwell for a few days and when she next turned on her TV it wasn't working which is why she made the claim to D&G. She told D&G she can't read or write and kept asking for help to complete her claim. She said D&G didn't help her.

D&G asked for proof of purchase but as her father bought her TV as a gift, she didn't have any. She also said her father now has dementia so she didn't think he would be able to find any proof of purchase from 2020.

So, D&G refused to deal with her claim and then cancelled her policy. It said its internal systems needed Miss M to show proof of purchase since her claim was so close to the date she bought her policy.

Miss M complained. D&G sent a final response letter saying it needed the proof of purchase, or it couldn't deal with her claim. And if no proof of purchase could be found then it would need to cancel her policy and refund any premiums paid.

Miss M was unhappy, so she brought her complaint to us. The investigator didn't think D&G had acted fairly so he thought her complaint should be upheld and D&G should accept and deal with Miss M's claim and reinstate her policy.

D&G didn't agree so Miss M's 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'm upholding this complaint along the same lines as the investigator. I'll now explain why.

I've carefully looked at the policy wording and nowhere does it explain to a customer that to claim, she needed proof of purchase. The welcome letter states D&G 'may' ask for proof of purchase but what's important is that it doesn't explain that if a consumer like Miss M doesn't

have any proof of purchase, that will mean the claim will be refused and the policy will be cancelled as well.

The Welcome letter sent by D&G to Miss M which is undated but shows the start date of the policy as 17 September 2024, (not 18 August 2024 as D&G mentioned in its letters to us), also encloses the policy terms.

The policy terms document says the following:

***'Is this policy for you?***

*You must be at least 18 years old and resident in the United Kingdom to be eligible.  
Your product must be:*

- *owned by you;*
- *in good working order when you take out the policy;*
- *located in the United Kingdom; and*
- *used for personal and non-business purposes only.'*

Nowhere in the policy document says Miss M had to have bought her own TV. There is also no policy term about what might happen if the policyholder was given the gadget or appliance as a gift either, which I think happens a lot.

I've read the whole policy terms document, and it doesn't say 'proof of purchase' has to be given to D&G, before it will consider or accept any claim. The only mention of this is in the text of the welcome letter itself so isn't part of the actual policy document. What the welcome letter says is simply this:

*'Don't forget, your policy covers you for both accidental damage and breakdowns, so you can relax knowing that we've got you covered. Please be aware, for the first 12 months of your policy, any repairs or replacements have a £100.00 excess to pay. We may also ask you to provide proof of purchase.'*

So as the requirement to provide proof of purchase isn't in the policy terms and conditions document and uses the words '*we **may** ask you to provide proof of purchase*' [my emphasis] so then I don't consider it's a 'condition precedent', which in legal terms means the policy terms of the contract between Miss M and D&G don't give D&G the right to refuse to accept her claim just because she can't provide proof of purchase. And I think if D&G want to ensure proof of purchase is provided then it must be a term of the insurance policy and not just some other internal issues which it can raise whenever it feels like it.

I do understand and appreciate D&G's issue of possible fraud claims, but the law doesn't let D&G rely on terms which aren't in the policy document to refuse claims.

Miss M said her father bought the TV as a gift in 2020, four years before the claim. I don't agree with D&G's thoughts that someone should be looking after his financial affairs now, so that person could find the proof of purchase. That's unreasonable, plus the policy terms don't say proof of purchase has to be shown to make any claim.

So, I don't agree with D&G's reasons why it refused Miss M's claim. So, I think it should reinstate the policy and accept Miss M's claim and either repair her TV or provide a new TV to Miss M.

Miss M told D&G several times that she can't read or write but it didn't seem D&G took any

note of this or give any standard of care required for such vulnerable consumers as detailed in the consumer support part of the Consumer Duty.

On that basis D&G needs to pay Miss M compensation for the distress and upset she suffered. I think the £200 suggested by the investigator is fair and reasonable here. And it's in line with how we decide compensation as detailed more fully on our website.

### **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

Domestic & General Insurance Plc needs to do the following:

- Reinststate her policy with a view to accepting her claim in line with the remainder of the terms and conditions.
- Provide assistance on the phone for Miss M to make her claim.
- Pay Miss M £200 compensation for the distress and upset it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 4 June 2025.

Rona Doyle  
**Ombudsman**