

## **The complaint**

Mr H has complained that Domestic & General Insurance Plc (D&G) unfairly declined a claim under an appliance warranty.

## **What happened**

Mr H took out a D&G policy for his TV. About 10 days later, Mr H contacted D&G to make a claim for damage to the TV. D&G said Mr H couldn't claim in the first 30 days. When the first 30 days had passed, Mr H again contacted D&G to make a claim. D&G said there was a £100 excess to pay.

Around this time, Mr H's payment plan was rejected by his bank. Mr H also phoned again to make a claim for his TV. D&G asked him to provide proof of purchase for the TV. Mr H initially said he couldn't provide a proof of purchase. However, he later provided a bank statement. But, D&G wouldn't accept it as proof of purchase. Mr H was also sent a notice that said his claim would be cancelled if he didn't provide the required documents. A short while later, the policy was cancelled due to direct debit payment issues.

Mr H set-up a new policy for the same TV and made another claim. D&G arranged for the TV to be collected. The claim was then put on hold because D&G said it needed proof of purchase. Mr H said he only had a handwritten receipt, which he provided. D&G rejected the claim and said Mr H should speak to the repair agent to arrange the return of his TV.

During the claim, D&G dealt with four complaints. First, Mr H complained that D&G didn't tell him a proof of purchase would be required. When D&G replied, it said that during the sales call Mr H had been told a proof of purchase might be required.

The second complaint was that D&G required a proof of purchase. When D&G replied, it said Mr H had said the TV was four years and six months old. It said its engineer's initial assessment was that this wasn't correct. So, it had rejected the claim on that basis. It said Mr H should arrange for his TV to be returned to him.

The third complaint was that D&G had given Mr H conflicting information, he had encountered repeated issues and spent a lot of time dealing with D&G. When D&G replied, it said it noted that the original receipt hadn't been provided. However, it acknowledged that there had been confusion about what was required.

The fourth complaint was about poor handling of Mr H's claim. This included the claim being rejected because the proof of purchase was handwritten and that he hadn't been told of the requirements around this. D&G said it had rejected the proof of purchase because it was handwritten. So, the claim couldn't proceed. The policy had also been cancelled because it had been incorrectly set up. It said although it couldn't replace the TV, it wanted to ensure Mr H was provided with a clear explanation about the cancellation of the policy.

When Mr H complained to this Service, our Investigator didn't uphold it. She said that during the sales call, D&G had made it clear that a proof of purchase might be required. Mr H had also made a claim within the first 30 days of the policy being set-up. So, she said it wasn't

unfair for D&G to reject the claim. D&G asked for proof of purchase, which Mr H was unable to provide. The claim likely shouldn't have got this far, but the plan was then cancelled due to non-payment. The second plan also shouldn't have been set-up until a proof of purchase had been received. In addition, the TV shouldn't have been collected for repair. However, Mr H was aware there was a chance the claim wouldn't go ahead because of the issue with the proof of purchase. Although D&G could have withdrawn the claim and cover earlier, she said D&G hadn't done anything wrong by refusing to repair or replace the TV.

As Mr H disagreed, the complaint was referred to me.

I issued my provisional decision on 4 June 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they must not turn down claims unreasonably. So, I've thought about this complaint in that context.*

*Mr H took out a policy with D&G and made a claim shortly after. The policy had a wait period that meant a claim couldn't be made within the first thirty days after it was first taken out. Because Mr H made a claim during that time, I think it was reasonable that D&G didn't deal with the claim at that time. When Mr H phoned again after the 30-day wait period had passed, D&G accepted the claim but required a proof of purchase.*

*Mr H complained later that he hadn't been told a proof of purchase might be required. I've listened to the sales call when Mr H took out the policy. During that call, Mr H was told a proof of purchase might be required. It also said this in the policy documents. So, I'm satisfied D&G explained this to Mr H.*

*When Mr H complained again, D&G said it required the proof of purchase because its records said the TV was four years and six months old. However, it said its engineer had assessed that this wasn't correct. I asked D&G how old it thought the TV was. When it replied, it said it had no current estimate of how old the TV is. It said the reason it had asked for proof of purchase was because Mr H tried to claim before the cover commenced. It said this implied the TV might not have been in good working order before the plan was set-up. So, I think D&G gave Mr H inaccurate information when it replied to this complaint.*

*When Mr H made his third complaint, this included that he said he had been given conflicting information. When D&G replied, it said Mr H hadn't provided the original receipt. I asked D&G about this, including whether its policy covered private sales. D&G confirmed it did cover private sales. I also listened to a phone call between D&G and Mr H in which it said he could provide a "second hand purchase receipt". So, I also think D&G's explanation for why it wouldn't deal with the claim was unclear.*

*For the fourth complaint, D&G said the receipt had been rejected because it was handwritten. Given D&G provided cover for TVs that were bought through a private sale and said it accepted second hand purchase receipts, I don't think it's unreasonable to think that receipt might be handwritten. So, again, I think this explanation was unclear and unhelpful.*

*So, I can understand why Mr H still didn't understand why his claim hadn't been dealt with. Having listened to a range of phone calls between Mr H and D&G and looking at the records, I don't think this was properly explained to him during the claim. When the complaint responses provided reasons, these were inaccurate. Based on what I've currently seen, I don't think D&G has shown, or explained to Mr H, why it was reasonable to decline the claim based on the terms and conditions of the policy. As a result, I currently intend to say D&G*

*needs to assess this claim again and either settle it or give Mr H a clear explanation for why it is rejecting it.*

*I also think D&G's handling of the claim and complaint was confusing and contradictory. I can understand that Mr H found this unhelpful and frustrating. So, I currently intend to say that D&G should pay Mr H £100 compensation to reflect the impact on him of how it dealt with the claim.*

I asked both parties to send me any more information or evidence they wanted me to look at by 4 June 2025.

D&G replied and said it had no further comments. Mr H didn't reply by the deadline and requested additional time to provide his comments. He was given more time to respond, but didn't do so.

### **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 uphold this complaint and for the reasons given in my provisional decision. Both parties have been given the opportunity to respond with any comments. So, having thought about this complaint again and the evidence and information available to me, I remain of the view that my decision is a fair outcome to this complaint.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Domestic & General Insurance Plc to:

- Assess the claim again in line with the policy terms and conditions. It should either settle the claim or provide Mr H with a clear explanation for why it is rejected.
- Pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 July 2025.

Louise O'Sullivan  
**Ombudsman**