

## **The complaint**

Ms H complains that she didn't take out the protection policy for which Domestic & General Insurance Plc ("D&G") have been charging her.

## **What happened**

The background to this complaint is well-known to both parties, so I've summarised what I think are the key events.

Ms H noticed payments going from her bank account to D&G. When she checked, she found that it was for a protection policy for her television (TV) equipment. Ms H said she hadn't bought the policy and she asked D&G for a refund of all premiums paid.

D&G issued a final response to Ms H, dated 12 March 2025, in which it explained that because the policy was taken out in 2016, it no longer had a copy of the sales call. However, D&G said it had sent renewal letters each year until 2022 when it received a return mail notice. Thereafter, it issued renewal notices by email.

D&G also said that Ms H had claimed under the policy in 2018 when her TV equipment broke down, and the repair costs were settled. Therefore, D&G didn't uphold Ms H's complaint that she hadn't bought the policy.

Unhappy with the outcome, Ms H brought her complaint to us.

Our investigator said the evidence persuaded him that Ms H would've been aware of the policy, so he didn't think D&G needed to refund any payments.

Ms H didn't agree with our investigator. She said she'd moved house so she didn't receive any renewal letters. But our investigator explained that it was Ms H's responsibility to provide an up-to-date address. Ms H asked for an ombudsman to decide, so the complaint was passed to me.

## **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've decided not to uphold Ms H's complaint for broadly the same reasons as our investigator.

I won't repeat everything that's already been said, or comment on all of the evidence. Our rules don't require me to. Instead, I'll focus on the key points of Ms H's complaint and refer to the evidence where it helps explain my decision.

The Financial Conduct Authority's rules and industry guidelines say a business should provide support and help with understanding, and enable customers to pursue their financial objectives. I've taken these rules into consideration when reaching my decision.

Ms H said she didn't buy the policy. D&G said she bought it over the phone in 2016, but it no longer had the call recording.

As the disputed purchase was over nine years ago, I can understand that Ms H may not recall taking out the policy. However, I'm persuaded that D&G hasn't set up the policy in error for the following reasons:

- It issued renewal letters each year, but Ms H didn't contact it to raise her concerns until 2025.
- Payment was made each month by direct debit from Ms H's bank account, which she didn't challenge until 2025.
- Ms H made a successful claim under the policy in 2018, which she wouldn't have done if she didn't know she had the policy.
- The evidence shows that the plan was updated to reflect an upgrade in the TV equipment, which is likely to have been done with Ms H's knowledge.

I've noted that Ms H said she doesn't have a TV of the make and model described on the policy. However, in her evidence she does say that she had one of that same type but it was years ago. That indicates to me that the policy was likely set up using the information she supplied, which was indeed years ago. Any change in equipment would've been her responsibility to update with D&G.

Our investigator explained that given the delay in Ms H bringing her complaint to this service, we can't consider everything. D&G addressed all of her concerns in its final response. As the payments and sale are directly linked, I've commented on both in order to explain how I reached my decision.

Overall, I'm satisfied that there's no evidence D&G incorrectly took payments for the policy. And the evidence shows that Ms H claimed under the policy, so I find it unlikely that she had always been unaware of it. Therefore, I see no reason to ask D&G to issue a refund of the premiums paid.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 3 November 2025.

Debra Vaughan  
**Ombudsman**