

The complaint

Mrs A complains that Domestic & General Insurance Plc (D&G) didn't accept her claim for a damaged television under her appliance insurance policy and that it cancelled the policy. She's also unhappy that D&G cancelled an insurance policy she had for a washing machine.

Mrs A is represented by her husband (Mr A) but as Mrs A is the policyholder I'll refer to her except when the facts require otherwise.

What happened

Mrs A had insurance which covered her television that had been in place since 2019. The insurer was D&G. In January 2025 Mr A, on Mrs A's behalf, claimed on the policy saying their television screen had been broken while they were moving house.

Mrs A complains about D&G's decision to not cover the claim and to cancel the policy for the television. Mr A sent us photos and a video which he said showed the damage to the television screen. Mrs A said that if D&G won't pay the claim she wants a refund of all the premiums paid since the policy started.

During our investigation Mrs A raised that she was unhappy that D&G also cancelled an insurance policy for her washing machine when it cancelled the television policy.

D&G said on 11 January 2025 Mr A called saying Mrs A had tried to make a claim on-line but the system referred them for a repair. They didn't want a repair as the screen had been damaged. D&G told Mr A that it needed to inspect the television but he said he'd left it in a skip. D&G then told Mr A that as he and Mrs A no longer had the television the policy would need to be cancelled. As a goodwill gesture it refunded 12 months' policy premiums.

D&G also said that on 20 January 2025 Mr A called to say they wanted the television policy to be reinstated so Mrs A could make a claim for the television. He also asked about a washing machine that had been ordered under a different policy.

Our Investigator asked D&G for some more information about the washing machine policy, which I've detailed below.

Our Investigator considered that D&G had acted reasonably about Mrs A's claim for the television and hadn't done anything wrong in relation to the washing machine policy.

Mrs A disagrees and wants an Ombudsman's decision. Before I made my decision we asked if Mrs A had any further comments. Mr A said she didn't accept the decision and we should transfer the case to the court.

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.

This is my final decision on Mrs A's complaint. If she doesn't accept the decision then she can take court proceedings against D&G if she wishes. She would need apply to court herself, we don't refer cases to court for consumers.

The relevant regulator's rules say that insurers must handle claims promptly and fairly and they mustn't turn down claims unreasonably.

The policy terms set out the contract of insurance between Mrs A and D&G so they are the starting point for my consideration. The policy says:

'Accidental damage

If your product suffers accidental damage (including water damage) at any time (so that the product is no longer in good working order), we will (at our option) do one of the following: arrange a repair, arrange a replacement or cover the cost of replacing your product in vouchers'.

The first matter I need to decide is whether or not D&G reasonably declined the claim for the television. I've listened to the recordings of the calls Mr A had with D&G. On 11 January 2025 Mr A told D&G the television screen had been broken, he didn't have the television any more, it was in a skip and had been rained on. I think D&G reasonably said its repair agent would need the actual television, rather than Mr A's photos of the damage to the television, to assess if the television could be repaired. As there was no television for D&G to inspect it fairly didn't accept the claim.

On 13 January Mr A told D&G that he'd got the television. D&G has told us that it wouldn't have been able to make an accurate assessment of the damage claimed for because after the initial damage the television had been in a skip and been rained on. I think that's a fair point from D&G. I've seen the photos and video Mr A sent us that appear to show the television screen is damaged. But D&G wouldn't know what damage had occurred before or after the television had been put in the skip. It might have been able to have repaired the damage before the television was put in a skip and rained on.

I'm satisfied that D&G reasonably said it wouldn't accept the claim and it wouldn't provide Mrs A with a new television.

The second matter I need to decide is whether or not D&G was fair to cancel the policy for the television. In the 11 January 2025 call Mr A told D&G that he and Mrs A no longer had the television. As Mrs A no longer had the television she no longer had an insurable interest in it. D&G was correct, and fair, to say Mrs A shouldn't continue paying for a policy for a television she didn't have. D&G reasonably said the policy for the television should be cancelled and did so.

In the 13 January 2025 call Mr A told D&G he now had the damaged television. D&G said he couldn't set up a new policy for the television as it was already damaged, and that was reasonable. I think there was no point in D&G reinstating the old policy. If the damage had been covered it would have been under the old now cancelled policy, which existed at the time of the damage. But I've explained above why D&G reasonably didn't accept the claim under that policy.

Mrs A has asked for a full refund of the policy premiums from the start of the policy in 2019. I think it was reasonable for D&G to keep all the premiums as it had provided insurance cover for the time she had the television, subject to the policy terms. D&G didn't need to refund the premiums just because it didn't accept the claim. D&G refunded 12 months of premiums, totalling £77.52, as a gesture of goodwill which was more than it had to do.

The third matter I need to decide is around Mrs A's concern that D&G cancelled a different policy she had for a washing machine. From the evidence I've had D&G didn't cancel the policy for the washing machine at the same time it cancelled the policy for the television. The washing machine policy was cancelled on 19 November 2024, so about two months before Mr A spoke to D&G about the television. D&G has sent evidence that it received an electronic notification from a named shop to cancel the policy five days after Mrs A purchased the policy on 14 November 2024. D&G confirmed that Mrs A hadn't paid any premiums for the washing machine policy. It's not clear why the shop gave the instruction to cancel the policy. But I've seen no evidence that Mrs A was negatively affected by the cancellation of that washing machine policy.

In Mr A's call with D&G on 20 January 2025 it offered to set up a new policy for the new washing machine that was about to be delivered to Mrs A. Mr A was to contact D&G with the details of the new machine when it was delivered. I've seen no evidence about what happened from that point. If Mrs A has concerns about what then happened she'll need to make a new complaint to D&G. If they couldn't agree she could make a separate complaint to us on that matter.

Overall I'm satisfied that D&G has acted fairly and reasonably for the matters on which I've made my decision.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 9 September 2025.

Nicola Sisk
Ombudsman