

The complaint

Mrs P has complained that Domestic & General Insurance Plc unreasonably refused to repair her TV under a TV repair policy.

Mr P is representing Mrs P and simply for ease of reference given our contact has been only with Mr P, I shall refer to him throughout.

What happened

Mrs P had a TV repair policy through her TV programme provider. Mr P said the TV was broken. So, he made a claim to D&G to repair it. D&G sent its repair engineer contractors with the pre-ordered parts to Mr P's home in October 2024. During the repair Mrs P accidentally stepped on the TV causing further damage to it. So, when the engineer reassembled the TV, it didn't work.

The engineer told D&G that Mr P then became hostile and abusive and wanted him to provide a new TV there and then. D&G said they don't carry spare TVs in the engineers' van. The engineer told D&G that he phoned his office ensuring Mr P heard him and left Mr P's house.

The next day D&G said the engineer sent in his report saying the repair engineer contractors were not prepared to revisit Mr P and blocked listed him from all their services. So, in line with the policy terms D&G decided to prepare to cancel Mrs P's policy, informing Mr P.

Mr P was unhappy, so he brought the complaint to us. The investigator was of the view that D&G should reimburse Mr P for the TV he bought to replace the broken one. D&G disagreed so Mrs P's complaint was passed to me to decide.

I issued a provisional decision on 21 July, and I said the following:

'Having done so, I'm not intending to uphold this complaint. I appreciate and understand Mr P will be disappointed, so I'll now explain why.

My role is to assess whether the decision made by D&G is fair and reasonable having regard to the policy conditions and the evidence.

The policy says the following under 'our cancellation rights':

'ii. We may cancel this policy by giving you at least 7 days' written notice where there is a valid reason for doing so. Valid reasons include but are not limited to the following:

...

- *Where you have used threatening or abusive behaviour or language towards our staff or suppliers.*

In all these cases, a refund of any Premium paid for unused days of your policy will be given.'

D&G said its contractor said their engineer said when the TV didn't work after fitting the new parts (given Mrs P accidentally stepped on it) Mr P became hostile and abusive. He demanded the engineer should replace the TV immediately. The engineer submitted a report detailing this and said he called his office from Mr P's home ensuring Mr P could overhear explaining the situation.

When the engineer returned to the office, the contractor told D&G that it wouldn't let any of its engineers visit Mr P's home again. I consider this is extremely serious as it's not in the interests of the contractor's business to blacklist customers in this way considering its business is to repair customers' TVs and other appliances. On this basis D&G told Mr P of its intention to cancel the policy. I don't consider D&G did anything wrong here as the policy requires D&G to give such notice in such circumstances.

Before writing to cancel the policy, D&G explained the matter to Mr P over the phone and offered him the pay and claim option as in if Mr P found someone else to repair his TV, he could claim back the costs. I consider this was reasonable. Mr P said no one else would consider repairing his TV because it was already half repaired by D&G. D&G said this couldn't be correct on the basis Mr P proffered no evidence of any other TV repairers saying this to him. I agree, I don't consider it's reasonable that Mr P merely said this without showing who he contacted and why they refused to help him repair his TV. There wouldn't be any reason for a TV repairer to not touch a TV to repair it simply because someone had tried initially.

In any event, Mr P said he then bought a new TV. I consider the matter ends there as without utilising the offer made by D&G to pay for the repairs, and on the basis that D&G's contractors wouldn't agree to attend Mr P's home given he became hostile, given the fact Mr P then bought a new TV negates any further duties from D&G to Mr P.

To conclude, if the contractors saw fit to refuse to deal with Mr P again due to his behaviour towards them, I consider it was reasonable for D&G to seek to cancel this policy. I also consider it was reasonable for D&G to then offer Mr P the ability to have the TV repaired elsewhere with D&G paying for that repair before the cancellation of the policy occurred. Since Mr P didn't get a repairer to repair his TV and then bought a new one, I don't consider there is anything further for D&G to do here. Had he had his TV repaired by another repairer Mr P wouldn't have needed to buy a new TV as D&G would have paid the costs of that repair given its contractors wouldn't visit his home again.'

Mr P rejected my provisional decision but didn't offer any other explanations of the matter. D&G didn't respond.

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.

So, given no further submissions or explanations were made, I see no reason to depart from the reasoning and outcome as detailed in my provisional decision.

My final decision

So, for these reasons, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 2 September 2025.

Rona Doyle
Ombudsman