

The complaint

Mr S complains that the repair or replace policy for his TV viewing equipment, underwritten by Domestic & General Insurance Plc (D&G), was not fit for purpose.

What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

Mr S had a device breakdown and accidental damage protect policy which provided cover for three devices used to view or access TV content. He contacted D&G to arrange a repair for his viewing box (the box) due to a problem with the signal. However, Mr S said D&G didn't arrange a repair, it blamed the TV subscription company (Company A) for blocking its access to book an engineer, and it disconnected his calls.

After it contacted Company A during Mr S's third call, D&G told him that because he'd cancelled his TV subscription, Company A wouldn't allow it access to book an engineer. D&G passed on the message to Mr S that he would need to register for a free account with Company A before it would allow D&G access to book an engineer. Mr S said he had never been told about needing the free account before. So he cancelled the policy because he didn't think he was getting the service he'd paid for.

Mr S complained to D&G. After looking into his complaint, it issued a final response saying that it could only arrange a repair service for the box if he had an active account with Company A. As that was not something D&G had any control over, it didn't think it had done anything wrong. Nevertheless, D&G told Mr S it would refund his last year's premium.

Mr S said D&G and Company A were not separate companies, despite D&G claiming otherwise. He felt he'd paid for a service which was not fit for purpose, and he wanted a refund of all premiums paid. So, Mr S brought his complaint to us.

One of our investigators looked into Mr S's complaint, but she didn't think it was one we should uphold. She said there was no evidence of a shortfall in D&G's service, and she thought it had provided an accurate explanation about why D&G couldn't book an engineer. Further, our investigator said only Mr S's complaint about D&G fell within our service's jurisdiction, so she couldn't look into anything in respect of Company A.

Unhappy with the outcome, Mr S asked for a further review. So his complaint was 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.

Having done so, I've decided not to uphold Mr S's complaint. Given his strength of feeling, I think it's likely that he'll be disappointed by the outcome, but I'll explain why I've reached this

decision.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. Mr S hasn't complained about any delays, and there's no evidence that D&G failed to respond to the claim promptly. So I'll focus on whether D&G handled the claim fairly in the circumstances. To do this, I've taken into consideration all evidence available including, but not limited to, three recordings of calls between Mr S and D&G, and the policy wording. I'll address each of the key issues under separate headings for ease.

Calls

I've listened to the call recordings of Mr S reporting to D&G that the box didn't have a signal. I think it's fair to summarise these calls as follows:

- D&G said it would book an engineer through Company A.
- On trying to do so, D&G found Company A had blocked its access to Mr S's account, so it couldn't book an engineer.
- Mr S confirmed that he didn't have a paid subscription service and only used the box for free services.
- D&G said Mr S would need to contact Company A about his account as its access was limited to booking an engineer.
- The problem was not about the insurance cover, which D&G said was still available to Mr S.
- The calls disconnected, but there's nothing to indicate that D&G intentionally terminated the calls.

It's clear that, to begin with, D&G couldn't understand why its access to book an engineer was blocked. Mr S did explain that he had cancelled the paid subscription service, which D&G believed could've been the reason the account was blurred out on its system. But it was also clear that it didn't have the ability to make any changes to Mr S's TV account, which it explained to him.

Turning to the third call specifically, Mr S asked to cancel his policy because he didn't think it was fit for purpose. D&G provided broadly the same information as it did in the first two calls. However, it also explained that if Mr S registered for a free viewing account, the block on its access to book an engineer would be removed. Mr S chose to cancel the policy anyway.

It's evident that a solution was made available to Mr S at this point. If Mr S contacted Company A to register a free viewing account, D&G would've been able to book an engineer and provide the service he paid for. While I don't think it's unreasonable that he chose to cancel the policy, I can't fairly say D&G did anything wrong. It couldn't set up the free viewing account for him, and D&G didn't refuse cover – it simply didn't have the ability to book the engineer because of the status of Mr S's account with Company A.

Based on this evidence, I'm not persuaded that D&G treated Mr S unfairly.

Policy wording

Mr S complained that he was never made aware of the need to register a free viewing account. The policy sets out the detail of the contract between Mr S and D&G, so I've looked at the wording.

The policy defines the covered devices as:

Your Viewing Devices and, if registered, your (Company A) Equipment.

Viewing Devices are defined in the policy and include both Company A branded equipment and non-branded equipment.

My understanding is that Mr S's box had been registered but he cancelled his viewing subscription with Company A. Under the heading *Cancellation*, the policy states:

Where your [Company A] TV subscription is brought to an end... your policy will remain in place unless you cancel it.

I think this means it's Mr S's responsibility to cancel the policy should he no longer need it on cancellation of the TV subscription. But Mr S hasn't complained that the policy remained in place. He expected the policy to remain active because he was using the box and other devices, so I can see why he didn't expect to have to register the box with Company A.

However, this comes back to the overall point D&G made, which is that it can't do anything about Mr S's account with Company A. The matter of registering the device is between Mr S and Company A, and D&G can't influence that. So I can't say that D&G failed to make information available to Mr S.

Linked companies

Following on from this point is Mr S's belief that D&G and Company A are linked companies if not the same company. I understand a large part of Mr S's dissatisfaction is due to this belief, and the responses caused him to be passed around in circles without any action in response to his claim.

I can understand why Mr S would think this, especially given the similarity in product name. However, I think the policy wording and the type of device Mr S had cover for provides some clarity. Specifically, the devices Mr S had covered under the policy didn't need to be Company A branded. And he would've needed to cancel his policy directly with D&G if he cancelled his TV subscription because Company A wouldn't have shared that information with D&G.

Turning again to the policy wording, it sets out the relationship between D&G and Company A as follows:

[Company A] introduces the policy, which is provided by [D&G]

And the policy confirms that it covers devices which *can* be used to view Company A services. There's no requirement for the devices to be Company A branded.

Mr S commented on D&G's offer to refund a week's subscription if an engineer visit wasn't arranged by the next day. He said its offer was evidence that the companies are joined, otherwise D&G wouldn't be able to refund his subscription. Again, I understand why he

would think that, but I don't agree. The policy explains that where Mr S has Company A branded devices, it offers a pledge to refund a week's charges which will be in the form of a credit to the TV subscription account. I think the wording which suggests this is a refund is a little clumsy, and it's likely there's a service agreement between D&G and Company A regarding engineer appointments. But that doesn't mean D&G could've done any more in respect of booking an engineer. I'm satisfied that D&G reasonably responded to Mr S's concerns, and that the evidence does not support his belief that the two companies are joined or the same.

If Mr S has raised a complaint directly with Company A, and if he remains unhappy, he may wish to take his complaint to the Communications and Internet Services Adjudication Scheme (CISAS).

Premium refund

Given that I don't find any service shortfalls on D&G's part, or any evidence that it treated Mr S unfairly, I think its offer to refund his full year's premium of around £150, was a reasonable attempt to resolve his complaint. The cover under the policy was available to him and he confirmed he had used it for another non-branded device. If he had registered his Company A device as D&G suggested, it may be the case that it could've been repaired under the policy.

So, looking at D&G's liability, I'm satisfied that the policy was available to Mr S and that it explained to him how he could remove the restriction to allow it to book an engineer. Therefore, I see no reason to require D&G to refund any more premiums.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 September 2024.

Debra Vaughan
Ombudsman