

## **The complaint**

Mr S complains that Domestic & General Insurance Plc (D&G) gave him incorrect information about an extended warranty policy which caused him to lose the opportunity to register two items.

## **What happened**

In June 2022, Mr S became entitled to an extended warranty policy when he opened his new bank account. The policy was underwritten by D&G.

The policy entitled Mr S to register up to three appliances per calendar year, purchased using his bank card, up to the value of £2,000 per item, and within 90 days of purchase.

In July of that year, Mr S asked if he'd be able to register a camera he was planning to buy. D&G said he couldn't because it was over the maximum purchase price. In September, he tried to register the camera he'd bought but D&G declined cover for the same reason.

The bank wrote to Mr S in January 2023 explaining it had incorrectly said there was a limit of three appliances per calendar year when in fact it was unlimited. The letter advised Mr S to contact D&G if he felt he had been disadvantaged by the incorrect information.

Mr S contacted D&G and asked to register two camera accessories. Because he'd bought them more than 90 days earlier, D&G declined cover.

Mr S complained. He said he would've registered them sooner if he'd been aware that he could register unlimited items, so he'd been disadvantaged by the misinformation.

D&G sent Mr S its final response explaining that it hadn't told him there was a limit on the number of appliances he could register. D&G didn't uphold his complaint, so he brought it to us.

Our investigator upheld Mr S's complaint. He said Mr S gave a plausible explanation of waiting to register anticipated purchases, so he thought Mr S had lost out because of the incorrect information. Our investigator said D&G ought to register the items on the policy and pay £100 compensation for the inconvenience caused.

D&G didn't agree. It said Mr S went on to register two items in January, bought in December, priced at significantly less than the camera accessories. D&G also said Mr S hadn't registered any items in the calendar year he bought the camera accessories. Therefore, D&G didn't think the appliance limit was the reason Mr S didn't register his items.

I issued a provisional decision in July 2023 explaining that I was intending to not uphold Mr S's complaint. Here's what I said:

## ***provisional findings***

### ***Appliance limit***

*Although D&G said it didn't tell Mr S there was an appliance limit, the policy documents clearly state that he could register three items per calendar year. I'm satisfied Mr S had been given incorrect information about his policy.*

### **Impact**

*So, I've gone on to think about the impact that had on Mr S. If he'd registered three items in the calendar year already and thought he couldn't add his camera accessories to the policy, I'd likely have upheld his complaint. However, Mr S hadn't registered any appliances.*

*I listened to the calls between Mr S and D&G from July and September 2022. In those calls, Mr S repeatedly asked to register his camera. The agent explained the cover available to him and why he couldn't register an item which exceeded the policy's maximum purchase price. D&G asked whether he wanted to register other items. Mr S said he already had the accessories, so it was just the camera he wanted to register.*

*I didn't hear anything in the two calls to indicate Mr S was putting off registering his camera accessories or any other item, although he did ask whether he could add items he might buy over Christmas.*

*When Mr S called D&G again in January 2023, it was to include his camera accessories after receiving the letter from his bank. D&G said he was out of time because he'd bought them around 130 days earlier, exceeding the 90 days limit.*

*This is where the key issue lies. Mr S said he was denied cover for his accessories because he didn't register them within time, but he believed he was restricted to three items. But D&G confirmed that he didn't register any appliances in that calendar year. Therefore, whether or not the policy was restricted to three items, Mr S could've added his camera accessories.*

*Further, I note that when Mr S did register his December purchases, they were two kitchen appliances with a total value of £600. Just one of his camera accessories had a purchase price of over £1,000.*

*On balance, I think it's unlikely that Mr S chose not to register his camera accessories purchased in September, preferring to wait for his two relatively inexpensive December purchases. And, for that matter, purchases which he didn't register until the following calendar year after his bank confirmed the mistake regarding the appliance limit.*

*While I accept Mr S was given incorrect information about the number of appliances he could register, I don't think the evidence supports his claim that he didn't register his camera accessories in time because of that misinformation. The position was that he tried to register one item which was above the maximum value for cover, leaving him with the belief that he had three free slots still available. He didn't use those three slots at all and only registered two appliances in the following calendar year at the time of his complaint. Therefore, I don't think it's fair to say anything D&G did or didn't do caused him to lose the opportunity to register his camera accessories.*

*So, for the reasons I've given here, I don't think the incorrect information caused Mr S any loss and I don't plan to ask D&G to cover the items or pay compensation.*

*I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.*

*D&G accepted my provisional decision.*

Mr S didn't agree and raised three main points:

- He felt the point about his camera was exaggerated putting him in bad character.
- D&G's webpage showed a 3-item limit.
- He believed the limit was per policy year and, during a call, D&G led him to think he was correct. If the limit was per calendar year, he'd have registered his camera accessories, and the fact he didn't shows he was misled.

In addition, Mr S questioned whether D&G provided the full content of the calls.

### **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 reconsidered the evidence alongside Mr S's comments, I've decided not to uphold his complaint.

Firstly, I'll address his concern about the call recordings. D&G provided its search log for calls from Mr S's fixed line and mobile numbers. Its trace revealed three calls corresponding with the calls I listened to. Nevertheless, in light of Mr S's concerns, I've listened to the calls again. There's no evidence that the calls have been edited and I wouldn't expect D&G to manipulate the evidence. Therefore, I'm satisfied that I can reasonably rely on the call content.

Mr S is concerned about how my comments regarding his camera reflect on his character. In his first two calls the only discussion was about whether D&G would cover his camera under the policy. He bought the camera for £2,200, but the maximum cover available was £2,000. For clarity, Mr S didn't try to hide the cost of his camera and there was no evidence that he was trying to deceive D&G. He was open about what he was hoping for, which was to upgrade the policy to cover his camera, or limit any claim to the policy maximum on the understanding that he was fully aware of the limitation. My comments about the camera are purely for clarification of the call content.

I've seen the evidence Mr S provided showing that D&G's webpage confirmed a 3-item limit. I've already accepted that D&G's information was inaccurate. In his third call to D&G, Mr S told it about the letter from his bank confirming the change should've been in place since the previous year. D&G confirmed it had just received similar notification. So, I don't think Mr S's point here is in dispute.

However, I would still need to see that D&G did something to cause Mr S to be disadvantaged.

Mr S provided me with a copy of the booklet his bank issued to him in July 2022. The booklet confirms that cover is provided for unlimited items. This suggests that he already had the correct information for the policy arranged by his bank.

I've noted Mr S's point about whether the limit was per policy year or calendar year. It's referred to by both the bank and D&G as a calendar year. Mr S seems to accept that he may have misunderstood that, but also says D&G led him to believe he was correct in his thinking about a 3-item limit per policy year. There's no mention at all in the calls about policy year versus calendar year, so the evidence doesn't persuade me that D&G misled him.

In summary, I do understand the point Mr S is making about waiting to register items he expected to buy in the November and December sales which would've been more

susceptible to damage and more likely to benefit from the extended warranty than his camera accessories. Mr S explained that he didn't make the purchases after all, but he didn't register his camera accessories because he was concerned about "wasting a slot". But he didn't register anything at all in that year. So, based on the evidence, I can't reasonably say D&G's information about the policy limit caused Mr S to lose out on the extended warranty benefit for his camera accessories.

As I've not identified evidence to indicate that D&G's misinformation caused Mr S any financial detriment, there's nothing for me to ask D&G to put right.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, 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 9 August 2023.

Debra Vaughan  
**Ombudsman**