

The complaint

Miss L complains about Domestic and General Insurance PLC (D&G) who failed to cancel her gadget insurance policy.

What happened

Miss L held policies for two devices. She said that after she had received poor service following a failed repair, she requested that the policies be cancelled. Miss L said that she made several calls to ensure that the policies had been cancelled and was told by D&G that they had been.

Later she noticed that D&G were still taking premiums from her, and she contacted them to make a complaint. D&G told Miss L that it only had one call record on 28 April 2022 and during that call, Miss L didn't say that she wanted to cancel the policies. Miss L said that she had called a number of times to cancel the policies and had been told it had been done. She wanted a full refund of the premiums that had been taken, that she said she hadn't authorised.

In its final response, D&G maintained its position, that Miss L hadn't told it to cancel the policies. So, it wouldn't be refunding any of the premiums she paid. As Miss L was given her referral rights, she referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that D&G had submitted its call logs, system notes and repair logs. And that it hadn't received any contact from Miss L during the relevant period. She said that one call that it did receive from Miss L, the parties spoke about the devices, but Miss L didn't cancel the policies. So, she couldn't recommend that D&G refund any of Miss L's premiums, as she thought Miss L hadn't correctly cancelled the policies.

D&G accepted the view, Miss L did not. She said that she had proof from her mobile phone provider that she had contacted D&G several times and she relied upon the call records in support. She said that this proved that D&G had lied about the number of times that she had contacted them. So, she asked for a decision from an ombudsman.

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 won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Miss L, but I hope my findings go some way in explaining why I've reached this decision.

I've considered all the evidence and comments made by both parties, to make a decision on an impartial basis. In doing so, I think the main issue of this complaint was whether Miss L had provided sufficient evidence to show that she had instructed D&G to cancel her policies. So, I've had a look into this.

Miss L said that she had two devices covered under policies she held with D&G. She said that she had to have the devices repaired but was unhappy with the standard of the repair, so she contacted D&G to cancel the policies in May 2022. She said that she noticed that D&G had continued to take premiums from her and complained.

D&G said that Miss L hadn't contacted them to cancel the policies. D&G provided call logs, system notes, as well as repair notes to show that Miss L hadn't contacted them from April to October 2022. D&G said that when it spoke with Miss L in 2022, they spoke about the devices but at no time did Miss L ask for the policies to be cancelled.

I have listened to the call recording (28 April 2022), and I can confirm that during the conversation, Miss L did not ask for the policies to be cancelled. Further, D&G would've issued Miss L with a cancellation confirmation. But Miss L hasn't provided this to me. And D&G has confirmed that no cancellation documents were generated.

Miss L has provided me with several call records. And although, she hadn't provided me with details of what took place during each of those calls, she says that these calls were made to instruct D&G to cancel the policies.

The call logs show that Miss L contacted D&G on 3 March 2022, 20 April 2022, 28 April 2022 and 13 November 2022. I don't think that the calls made on 3 March and 20 April 2022 are relevant to the complaint. I say this as Miss L didn't make a claim on the policies until 28 April 2022 – the call recording in which she made a claim for the repair of the devices.

Consequently, I think the only call, in which Miss L might have asked for the cancellation would have been on 13 November 2022. I asked D&G if it had a call recording for that day, given that the log indicates that there was a call for around 37 minutes.

D&G explained that the call took place on a Sunday. And although it was open on a Sunday, it provided a very limited service, which invariably meant that it was possible that Miss L was holding on to speak to an advisor. And although she called, she didn't wait to speak to an agent, which was why there wasn't a call recording.

Miss L said that these calls showed that she had contacted D&G and she couldn't understand why D&G would say that there was no record of contact.

Where there is a dispute on the evidence, we look at what is more likely than not to have happened. As I mentioned, I would've expected Miss L to have been provided with cancellation documentation. She hasn't provided this. Nor has she provided details of what she said took place during the call on 13 November 2022. Consequently, I'm more persuaded than not, that Miss L did make a call to D&G on 13 November 2022 but was unlikely to have spoken to an agent on that day. If she had, I would have expected a call recording (as there was one produced for the 28 April call) and confirmation of cancellation documentation.

I have reviewed the policy terms and conditions. It states that once a cancellation request has been made, then all premium payments would be stopped. I can't agree that Miss L made a successful cancellation request, as the premiums continued to be taken until she had made a successful request, and the premiums stopped. In addition, she has been

unable to provide me with any cancellation documentation, which she would've received had she successfully cancelled the policies.

I acknowledge Miss L's strength of feeling about this complaint and the reason why she referred it to our service. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that D&G were successfully told by Miss L to cancel the policies, in May 2022. Nor do I agree that it unfairly took premium payments from her. Accordingly, I am unable to reasonably ask D&G to refund the premium payments.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 26 September 2023.

Ayisha Savage
Ombudsman