

The complaint

Miss G has complained that Domestic & General Insurance Plc (D&G) unfairly declined a claim under a warranty, cancelled the warranty and returned her property with further damage.

What happened

On 31 July 2023 Miss G took out a warranty with D&G to cover a laptop. She made a claim under the warranty on 14 August as the screen was cracked. The laptop was sent to D&G's repairer. D&G asked her for proof of purchase and a completed damage form.

On 29 August D&G told Miss G it was cancelling the warranty as it had seen unusual activity on her account. It said she had failed to comply with the warranty conditions and/or the claims she'd made were too frequent, appeared to be co-ordinated, occurred too soon after taking out the warranty or were so unusual that they were unlikely to be coincidental or unintentional.

Despite this, the repairer told Miss G she'd receive a replacement laptop. It later returned the original laptop to her. D&G apologised for the fact that Miss G had been given incorrect information by the repairer.

Miss G said the laptop wasn't working at all when it was returned to her whereas previously she had been able to use it.

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.

Under the terms of the warranty D&G is entitled to cancel the warranty "*where there is a valid reason for doing so. Valid reasons include but are not limited to the following:*

- *Where you fail to co-operate with us or to provide us with information or documentation we reasonably require and this substantially affects our ability to process your claim or deal with your policy."*

There is also a right to cancel if D&G has reasonable grounds to believe that a customer has provided it with false information with respect to another warranty they held with D&G. I find these terms reasonable given the nature of the warranty. What I must decide is whether D&G applied them fairly.

Taking into account the fact that the claim was made shortly after the warranty was taken out, I can understand why D&G requested proof of purchase and a damage claim form. In addition D&G has provided us with information about Miss G's claims history. I think this supports its request for further information from her. I appreciate that Miss G has since provided proof of purchase to us but D&G hadn't seen this or the damage claim form when it

cancelled the policy. So I think it was justified in cancelling the policy on the ground of a failure to co-operate.

Miss G says when the laptop was returned to her, it had suffered further damage and wasn't working at all. She thinks D&G's repairer is responsible for this. However, D&G confirmed that the repairer didn't carry out any work on the laptop, the laptop wasn't opened nor any parts removed as the warranty was being cancelled.

I can't be sure when the damage occurred. However, for me to uphold this part of Miss G's complaint, I would need to be satisfied that it is more likely than not that the damage occurred either in transit or at the repairer's. Based on the available evidence, whilst I'm sorry to disappoint Miss G, I am unable to conclude this was the case.

My final decision

For the reasons given above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 25 January 2024.

Elizabeth Grant
Ombudsman