

The complaint

Mr B complains about the poor service from Domestic and General Insurance PLC (D&G), following a claim under his appliance insurance policy.

What happened

Mr B has an appliance policy with D&G. He made a claim as he found that his oven wasn't heating well. D&G sent an engineer who found that there was no fault with the oven. And advised that it needed a clean.

Mr B complained as he said there was still a fault with his oven. So, D&G sent another engineer, who also inspected the oven. He advised Mr B to clean the oven and could find no fault with it.

Mr B was still unhappy with the diagnosis and complained to D&G again, as he said his oven still wasn't repaired. In its final response, D&G said that it had sent two engineers to investigate the issue with Mr B's oven. Both found nothing wrong with it and both advised that it needed to be cleaned. But it accepted that a repair wasn't completed at the first visit, so it offered £20 as a goodwill gesture.

Mr B was given his referral rights and as he remained unhappy, referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that D&G sent two separate engineers to investigate the issue with Mr B's oven. And both engineers found that there was nothing wrong with it. He said under the policy terms and conditions, D&G had complied with its obligations. He found that D&G were not responsible (under the policy) for cleaning the appliance and noted that both engineers advised Mr B to clean the oven. So, there was nothing further that he could reasonably ask D&G to do.

D&G accepted the view, Mr B did not. He said that the oven still had an issue as it wasn't cooking food correctly. So, he 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 Mr B, but I hope my findings go some way in explaining why I've reached this decision.

I've considered all the information and comments from both parties. I note that Mr B has raised several points, all of which I have carefully considered. But I think that the main issue

of this complaint is whether D&G has complied with the policy terms and conditions when it dealt with Mr B's claim.

Both parties accept that two engineers were sent to investigate the issue with Mr B's oven. Mr B had said it wasn't generating enough heat to cook a meal.

The first engineer attended and found the following:

'Top grill is working fine but smoking due to grease (requiring cleaning). Door seal is fine (not damaged, door seal is meant to feel loose) Main fan oven working fine and cycling on and off at preset temperatures. Door is just dirty and requires customer to strip down and clean as per instructions manual. (page 19 onwards) Side guides rails are removed on page 22 of instructions manual .(too hot to remove at this visit) New complete light fitting installed.'

From this report, the engineer didn't find anything wrong with the oven or the grill. I understand a new light bulb was fitted and the engineer advised Mr B that he would need to clean the oven.

Mr B wasn't happy with the engineer's diagnosis and because of this, D&G sent a second engineer. That engineer also investigated the issue with the oven. He found that the oven was working without any issue. He too advised that the oven needed a clean.

I've had a look at the policy terms and conditions, to see what the obligations are for D&G. Mr B held a policy that provided cover for electrical and mechanical breakdown, accidental damage, and labour costs. However, there are exclusions on the policy:

'shall not approve work or payments for or arising from:...

- cosmetic damage such as damage to paintwork, dents or scratches;*
- your failure to follow the manufacturer's instructions;...*
- routine maintenance, cleaning, servicing and routine re-gassing;'*

The exclusion extends to routine maintenance and cleaning. Both experts (the engineers who attended) have said that they were unable to find a mechanical issue with the oven. And both said that it needs cleaning. I can't see that Mr B has followed either engineer's advice.

Mr B said that following both engineer's visits, the oven still didn't work properly. He provided photos of what he said was undercooked food. He complained that neither of the engineers used a probe to test the oven. And it was this failure, that meant that neither engineer fixed the oven.

Although I have reviewed the photos that Mr B provided, what these don't show is what the actual issue (if any) is with the oven. This I think can only be provided with an investigation and diagnosis by an expert. Our service aren't experts in appliance repairs. And we put weight on expert evidence, such as the reports from the engineers who attended. Mr B hasn't provided any form of expert evidence. And as both engineers are consistent in their conclusion, that there was nothing wrong with the oven and that it merely needed to be cleaned, I'm satisfied that there was nothing wrong with Mr B's oven.

Consequently, I'm satisfied that D&G complied with the policy terms by sending the engineers, investigating the issue and providing a diagnosis. I appreciate that Mr B feels that D&G ought to be doing more. But in the absence of any expert evidence from Mr B, that refutes the engineer's diagnosis, I can't reasonably conclude that D&G failed to comply with the policy terms and conditions.

I understand that Mr B also raised issues regarding poor service. He said that D&G had failed to respond to emails that he had sent and failed to call him back, when he raised

complaints. I asked D&G about this. It said that it had written to Mr B within five days of receiving each complaint from him. It also advised him that it would get back to him, once it had completed its investigation.

Under the industry guidelines, D&G has eight weeks in which to investigate complaints. From the evidence, I can see that they investigated Mr B's complaint well within this time. I haven't found any avoidable delays. So, I can't agree that D&G didn't meet its obligations here.

I acknowledge Mr B's strength of feeling about this complain. But, in the overall circumstances of this, I haven't seen enough evidence to show that D&G acted unfairly or unreasonably. So, I won't be asking D&G to do anything further here.

My final decision

For the reasons given, I won't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 7 March 2024.

Ayisha Savage
Ombudsman