

## **The complaint**

Mr G complains about the service he's received from Domestic & General Plc (D&G) after making a claim under his appliance insurance policy.

## **What happened**

Mr G took out an insurance policy for his washing machine underwritten by D&G.

A claim was made as the door seal was damaged and whilst an engineer was appointed, they didn't have the required parts. There were delays in replacement parts being obtained and ultimately the machine was replaced, around a month after Mr G made the claim.

During this period, Mr G had to call D&G many times to try and move things forward. He also raised a number of complaints about D&G's handling of his claim, which included delays, being given conflicting information by different areas and agents of D&G, being told escalations had been logged but also not receiving any call backs or updates.

Across the claim and complaints, Mr G was paid £183 compensation, his washing machine was replaced, and the machine upgrade fee was also waived.

As Mr G remained unhappy with what had happened and the amount of compensation he'd been given by D&G, he approached the Financial Ombudsman Service.

One of our investigators looked into things, but she didn't uphold the complaint. She was satisfied that what D&G had already offered was reasonable, so she didn't recommend any further compensation be paid.

Mr G didn't agree and asked for a final 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, whilst I appreciate it will come as a disappointment to Mr G, I've reached the same outcome as our investigator.

I don't intend on commenting on every event or communication which occurred throughout the claim. I don't mean this as a discourtesy to either party, instead it reflects the informal nature of this service and my role within it. But I'd like to reassure both parties that I've considered all the information they've provided when reaching my final decision. And I'll focus on the points I consider key when reaching my final decision.

It's clear that the service Mr G received from D&G fell short, that isn't disputed by D&G. It took around a month for Mr G's washing machine to be replaced after first making the claim. During this time, Mr G had to make numerous calls to D&G. Whilst I won't comment on each of the calls individually, as Mr G was part of them so is already aware of the conversations, I've listened to all the calls that have been provided when reaching my final decision.

Mr G had to make many calls to chase D&G for updates in an attempt to move things forward. Each time he needed to explain the situation and why having a washing machine was important for his circumstances. In the earlier stages he was told parts were required (after an engineer visited without these), and there were delays in these being obtained. Ultimately it was agreed (following Mr G's contact with both D&G and the manufacturer) that the machine would be replaced.

It's also clear from the various calls that Mr G was told different things about what was happening and was given unclear and/or conflicting information about what previous agents had/hadn't done. And Mr G was also unhappy that despite being told things would be escalated, call backs then didn't happen as agreed either.

I appreciate why Mr G is frustrated with D&G's handling of the claim, and the delays that occurred, the impact this caused and that this meant he had to continually contact D&G to try to progress matters. However, having considered all the information provided, I think that what D&G has already done is sufficient in the circumstances, so I won't be directing them to pay further compensation. I'll explain why.

Mr G originally had a policy for his washing machine with D&G, and this ran for two months from March 2023 to May 2023 when it was cancelled due to premiums not being paid. Mr G then called D&G two months later to say there was an issue with the seal on his washing machine, and whilst the policy had been cancelled two months prior, he was looking to see if there was anything D&G was able to do.

An agent from D&G arranged a new policy to start that day, so Mr G could make an immediate claim for the damage that had already occurred. However, this shouldn't have happened. The policy should only have been set up if there weren't any issues with the machine already, rather than allowing the policy solely to be taken out to make a claim for an issue which had already occurred. But it was D&G's error arranging the new policy when they should have declined cover, so they didn't then cancel the policy.

So, Mr G was able to take out a policy, and was immediately able to make a claim for damage that had already occurred. If things had gone how they should have, Mr G wouldn't have been able to take out a policy and would have needed to arrange for repair or replacement of the washing machine himself, at his own costs.

Therefore, whilst the service was poor, Mr G has been able to benefit from something he otherwise shouldn't have been able to, and he has had his machine replaced by D&G. Mr G also had the benefit of only needing to contribute a minimum amount of premiums (the policy was only in force for one month and was cancelled as soon as the machine was replaced) and for this, he has received a washing machine he should never have been entitled to if it wasn't for D&G's error in the first place.

With this in mind, whilst I accept the service Mr G received from D&G was poor, he has been paid £183 compensation, his washing machine has been replaced and the £10 upgrade fee was waived when he was unhappy with the replacement machine specification. And this was all ultimately due to an error in D&G setting up a policy which they shouldn't have. I recognise Mr G feels further compensation is warranted, but I think this is sufficient in the circumstances for what happened. Therefore, I won't be directing D&G to do anything further.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 March 2024.

Callum Milne  
**Ombudsman**