

## **The complaint**

Ms K has complained about the way Domestic & General Insurance Plc (“D&G”) dealt with a claim she made under a household warranty.

## **What happened**

I’ll summarise the main points about this complaint.

- Ms K had a problem with her washing machine, which was covered by a D&G warranty. She used D&G’s online system to arrange for an engineer to visit.
- Ms K complained about the visit. In summary, she said:
  - The first available appointment was the next day, in a 12-8pm slot.
  - She was told to expect a visit between 3 and 6.
  - Around 6, the engineer said they were running late.
  - They later said they wouldn’t be able to make the appointment.
  - When Ms K said she needed help to get the washing machine working again, the agent said they would arrive around 7.30.
  - They arrived around 8.
  - After they carried out the repair, they said they couldn’t wait for the cycle to finish and check the repair had worked, as they had another appointment.
  - The repair hadn’t resolved the problem.
- D&G said the engineer had completed the repair. So if a problem remained, Ms K should book a new repair. It also said any conversation between Ms K and the engineer couldn’t be proven. And it had no direct dealings with the engineer, so Ms K would have to take the matter up with the engineer herself.
- Our investigator said D&G had caused Ms K distress and inconvenience and should pay her £100 compensation as a result. And she’d since had the washing machine repaired, so that was resolved now.
- D&G didn’t think this was fair. It said the engineer had turned up, carried out the repair, and kept Ms K updated. So it had done what it needed to.

## **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.

- Throughout this complaint, D&G has distanced itself from the engineer. It’s acted as if the engineer is an unrelated third party, rather than an agent it’s responsible for.
- D&G’s warranty covers breakdown of the washing machine. It says: “we will authorise a repair, arrange a replacement or pay the cost of a replacement

appliance”. And: “only engineers approved by us are authorised to carry out repairs under this policy”.

- In this case, through the online booking system, D&G has authorised a repair. And that was carried out by an engineer it’s approved. So D&G has appointed the engineer as it’s agent to fulfil the terms of the warranty. In these circumstances, I’m satisfied D&G is responsible for the engineer and should have acted as such.
- This Service has told D&G this before, so I’m disappointed to see it hasn’t taken that message on board and continues to act as if it has no responsibility for the agents it appoints to handle claims made on its warranties.
- Ms K primarily complained about the time it took for the engineer to arrive. The warranty doesn’t set a specific timeframe for a visit. But I’m satisfied a visit the following day is a reasonable period of time for a washing machine.
- I can see why it would have been frustrating for Ms K to be told to expect a visit between 3 and 6 – but to initially be told around 7 the visit would be cancelled and then for the engineer to arrive around 8. Some delays with booked appointments are unavoidable, as it won’t always be possible to complete all earlier bookings within the planned timeline. And I think the engineer took steps to keep Ms K updated.
- However, when the engineer carried out the visit, Ms K says they didn’t stay long enough to check the repair had worked. And it later transpired it hadn’t worked. Whilst Ms K didn’t arrange a new visit straightaway, she says this was because the washing machine worked intermittently and she’d become frustrated with D&G. She later arranged visits and the repair was carried out. So quite clearly, the first repair attempt hadn’t fully resolved the problem. Had the engineer stayed, they would likely have been able to establish that much sooner.
- The engineer sent Ms K a summary of the visit. She was unhappy that it said she wasn’t present during the repair, although she was, and it listed a number of checks that hadn’t been done.
- D&G says this was a system generated message and the part related to Ms K’s presence was based on wording used during the Covid pandemic. That may be so, but D&G, through its agents, should communicate accurately with Ms K – and given how long ago the pandemic was, I would have expected it to have updated its wording by now. However, I think the impact of this error is limited.
- A table lists a number of possible checks, but I don’t think that means the engineer claimed to have completed them all. Only some had information next to them and others were clearly irrelevant, such as gas appliance checks.
- Overall, I’m satisfied there has been some avoidable distress and inconvenience caused to Ms K by the way D&G, through its engineer, dealt with the claim. I consider £100 compensation is reasonable in the circumstances.

### **My final decision**

I uphold this complaint.

I require Domestic & General Insurance Plc to pay £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 26 March 2024.

James Neville  
**Ombudsman**