

## **The complaint**

Mrs M is unhappy about how Domestic & General Insurance Plc (D&G) dealt with a claim she made under her policy.

Mrs M is being represented with this complaint by her husband, but for ease I will refer to all actions and comments as those being of Mrs M.

## **What happened**

Mrs M had an appliance protection policy underwritten by D&G. Providing cover for mechanical and electrical breakdown amongst other issues.

She contacted them at the beginning of November 2023 to make a claim under the policy, following her fridge freezer making a “popping noise”. An engineer attended and it was reported that they replaced the appliance’s fan.

After continued issues and a second claim raised at the end of November 2023, an engineer attended for a second time and recorded that they had adjusted the panel. Mrs M complained to D&G a few days later. She said despite originally resolving the issue, the matter had become worse following the engineer’s visit, and that the options controlling the fridge and freezer elements has swapped around.

A third visit went ahead in the middle of December and the engineer deemed that a new motor was needed. Once it was determined that the part was obsolete, Mrs M and D&G were told so.

D&G told Mrs M that there was nothing more they could do as the policy only provided cover for repair, until it was considered uneconomical to do so. They said this was now the case as they couldn’t replace the motor. They also replied to her complaint saying that they had dealt with her claims in a timely manner and that the fridge was reported as still working at the last visit.

Mrs M remained unhappy and brought her complaint to our service for an independent review. She maintained the engineer had made the problem worse and that food had been ruined in the process.

Our investigator looked into it. She said D&G had acted reasonably and as we would expect. She said she wasn’t satisfied that any food had been wasted due to a fault of the engineers.

The complaint was passed to me and I issued my provisional findings on 30 August 2024, an extract of which forms part of my decision below:

Mrs M has confirmed that she is happy with the attempts the engineer made to resolve the initial issue of the reported noise from the fridge. Ultimately an initial fan replacement didn’t resolve the matter as the problem continued and a motor replacement is needed which isn’t possible. I am also satisfied that they attempted to

rectify the matter in a timely manner and that their decision not to attempt repair anymore as it isn't economically viable to do so, is a fair one.

However, Mrs M still maintains that in the process of the initial fan replacement, the engineer caused an issue with the panel. This resulted in faulty controls, a significant change in the appliance's temperature and a loss of food. This is consistent with Mrs M's husband's complaint call at the beginning of December 2023 and the notes D&G have provided which say the fridge freezer panel was adjusted in December 2023.

D&G have said there isn't enough evidence to conclude any panel issue was the fault of the engineer. However, I am persuaded that it was. As D&G have said to us, the panel is separate to the compressor which the engineer attended to fix. So, I have no reason to think it would suddenly develop a fault after the original visit. Mrs M has also said that the engineer who attended to fix the panel said it had been caused by an error by the previous engineer. I haven't been provided with any notes from the visit to contradict this and I am persuaded my Mrs M's account of events.

Mrs M is asking for compensation for the loss of food in the fridge and the inconvenience of another engineers visit. Which she says wouldn't have been necessary, had an error not occurred initially. I think this is fair. Whilst Mrs M can't evidence the loss of food, I am satisfied that this occurred. This is supported by the complaint call and request for an engineer to visit, where Mrs M says D&G were told both times about the loss of food. I think a fair amount for this loss and inconvenience is £150.

In summary, I can't be sure how the issue with the panel occurred. However, on a balance of probabilities I think it is most likely to have been caused by an issue from the initial repair. I am more persuaded by Mrs M's testimony about what the latter engineer told her and as it was separate to the compressor, I don't think it was coincidence that it also faulted. I think £150 compensation for the matter is fair.

Both Mrs M and D&G responded to say they accepted the findings of the provisional decision.

### **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.

As both Mrs M and D&G accepted my provisional decision and didn't provide me with any further considerations, my decision is as I set out there.

### **My final decision**

My final decision, is that I uphold this complaint and ask Domestic & General Insurance Plc to put things right by paying Mrs M £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 September 2024.

Yoni Smith  
**Ombudsman**