

## The complaint

Mr K was unhappy that Domestic & General Insurance Plc (“D&G”) were unable to repair his oven and hob under his household warranties policy. He was also disappointed by the standard of customer service.

## What happened

Mr K asked D&G to repair his faulty oven and hob under his policy. Unfortunately, D&G didn’t send a gas safe engineer to inspect the gas hob, so it had to set-up another appointment to repair the household items.

Having reviewed the items, D&G told Mr K it couldn’t repair them under his policy. D&G didn’t think the policy would protect Mr K for future repairs, so it cancelled the policies and refunded him all the premiums that had been paid.

D&G paid Mr K £90 compensation for any distress and inconvenience it caused. But Mr K thought D&G should’ve repaired his household items. He’s said he’s had to pay for the oven and hob to be replaced. He wants to be properly compensated for the service he’s received from D&G.

Our investigator decided not to uphold the complaint. She thought the issues identified were outside the control of D&G and she didn’t think the policy covered Mr K for the circumstances that were presented. She did recognise a drop in customer service, but she thought the compensation paid was fair. Mr K disagreed, so the case has been referred to 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.

I appreciate the vulnerable circumstances Mr K finds himself in and I hope he is feeling better. My role is to consider the evidence and decide whether I think D&G has acted fairly by not covering the claim. My review has considered what D&G’s obligations are under the policy and any conditions that exist, which set out requirements that need to be in place for D&G to be able to provide cover.

Unfortunately, having conducted this review, I don’t uphold this complaint. I know this will be extremely disappointing for Mr K as he’s incurred additional costs in replacing his faulty equipment. The shop that provided him with the equipment has since declared bankruptcy, so Mr K can’t take his issues up with the party that has left him in a difficult situation. I know this is hard, but it wouldn’t be fair for me to hold D&G accountable for someone else’s errors.

I’ll briefly explain why I have reached the decision I have.

The policy sets out exclusions, i.e., circumstances where the policy won’t cover a claim. It states: *“we shall not approve work or payments for or arising from any breakdown cost*

*already covered by any manufacturer's, supplier's or repairer's guarantee or warranty on the product".*

D&G has explained that when Mr K took out the policy for the hob, the information he provided to D&G when he took out the policy, showed that the hob was still under the manufacturer's warranty (having been bought in 2023). However, when D&G contacted the manufacturer, it was told that the manufacturer couldn't exchange the hob as it was manufactured in 2016. Mr K was unable to provide his manufacturer with a proof of purchase.

As D&G provided the policy based on what Mr K had told it about the hob been within the manufacturer's warranty, it was in its rights to decline the claim and tell Mr K to take it up with the manufacturer. As Mr K hasn't provided proof of purchase for the item, I think it is fair for D&G to rely on the information Mr K gave it when it set up the policy.

When further information wasn't forthcoming, D&G said Mr K couldn't benefit from the cover, so it cancelled the policy and fully refunded the premiums Mr K had paid. I think this is a reasonable action in the circumstances.

A different issue prevented cover for the oven. Parts needed to be ordered to conduct the repair. But, unfortunately, D&G has explained the rating plate (which is the oven's unique identity) was missing. The rating plate is like a serial number that provides assurance that the oven was purchased through a legitimate route and allows the correct model number to be identified enabling the correct parts to be ordered. Without it, D&G weren't able to order parts.

D&G dealt with this in the same way as the hob, as Mr K couldn't benefit from the policy, it refunded the premiums and cancelled the policy. I think this was fair in the circumstances.

Mr K is unhappy that D&G dispatched engineers for the claim when the claim wasn't covered. However, when the claim was made, D&G didn't know about the issues with the hob and oven. It only discovered these issues (which have been discussed earlier), when its engineers reviewed the products that were under cover in order to validate the claim. I think once D&G were aware of these issues it has taken sensible actions.

Coming to the fall in service, where a gas safe engineer wasn't in attendance first time and a new appointment was required. I imagine this would've been distressing for Mr K and it would've caused inconvenience having to rearrange the appointment and be home for a second time. However, I think the compensation paid is fair for this error. I wouldn't have expected D&G to have paid more.

I haven't been able to look at Mr K's issue in relation to his cooker hood. I don't have jurisdiction for this. Mr K would need to raise this issue with D&G first and allow them to respond before our service is able to consider this.

In summary, I don't uphold this complaint. Whilst, I know is hard for Mr K in his situation, I don't think it is fair to hold D&G accountable for these issues. If Mr K is able to provide a proof of purchase to D&G for the hob, then I have no reason to doubt that D&G wouldn't fairly consider this.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Domestic & General Insurance Plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 18 December 2024.

Pete Averill  
**Ombudsman**