

## **The complaint**

Mr C complains that Domestic & General Insurance Plc (“D&G”) failed to settle a claim under his appliance insurance policy.

Where I refer to D&G, this includes the actions of its agents and claims handlers for which it takes responsibility.

## **What happened**

The detailed background to this complaint is well known to both parties, so I’ll only summarise the key events here.

On 12 February 2024, Mr C contacted D&G because his washing machine was leaking. A visit by an engineer was scheduled for 15 February 2024, but no one attended.

Mr C says he tried to arrange another visit, but D&G’s system wouldn’t allow him to. And he couldn’t get through to it by phone. He says he had washing piling up so he purchased a new appliance on 23 February 2024 for £599.

On 4 March 2024, Mr S wrote to D&G raising a complaint and asking that it cancel his policy with immediate effect, reimburse the policy premiums paid, and pay compensation.

D&G upheld the complaint on 7 March 2024 and said that it would replace the appliance. It sent Mr C an email on 9 March 2024 with a link to order a new washing machine.

As Mr C already had a new machine, he wasn’t happy with the outcome of his complaint. So he brought it to our Service.

Our Investigator said that for Mr C to get a replacement washing machine under his policy, he needed to follow the process with D&G; he couldn’t just buy his own. As he hadn’t complied with the policy terms, our Investigator didn’t think Mr C was entitled to a replacement.

But as he’d suffered distress and inconvenience for the missed appointment and poor service, which would’ve had more of an impact due to Mr C’s age, our Investigator said D&G should pay £260 compensation.

Mr C didn’t accept this outcome, so the complaint was passed to me to decide. And I issued the following provisional decision.

## **My provisional decision**

The terms and conditions of Mr C’s policy says he’s covered for:

*“Breakdown*

*If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement product."*

*"Replacements*

- 1. In some situations we will arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification.*
- 2. If we cannot reasonably arrange a replacement, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. The vouchers will also pay for the delivery.*
- 3. All vouchers will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available we will provide a cash equivalent."*

I've asked D&G why no one attended Mr C's property as agreed on 15 February 2024. It has told me that an engineer did attend, but Mr C wasn't home. It has provided records to show that an "out card" was left for Mr C.

But the date on D&G's system shows that an engineer attended and left an "out card" on 17 February 2024. Mr C's appointment was scheduled for 15 February 2024 which is supported by the two emails D&G sent Mr C confirming the details of his appointment. So I'm satisfied D&G didn't attend Mr C's home as agreed, but instead turned up unannounced two days later.

I've asked D&G what contact it had with Mr C after his appointment was missed. And from what I can see, there was none. Instead, Mr C was trying to arrange a new appointment online and get in touch by phone – both unsuccessfully. Meanwhile, D&G made no attempt to contact its customer knowing that there was an outstanding claim from an older customer who had a leaking appliance.

This level of customer service isn't acceptable, especially considering D&G have taken policy premiums from Mr C for at least five years.

Given Mr C couldn't get hold of D&G and he was without a washing machine, I don't consider it was unreasonable for him to buy himself a new one. I'm mindful that it had been less than two weeks and it's arguable that Mr C acted hastily. But he couldn't wait indefinitely, and D&G had made no attempt to contact him. He didn't ask it to pay for his new machine, only that he get his premiums back and some compensation for the ordeal.

D&G ignored Mr C's request and instead sent him an online link to order a new machine. I appreciate D&G had not been made aware that Mr C had purchased a new one at this time. But I can't see that it made any attempt to contact Mr C to discuss his complaint and to find out if he'd be happy with a replacement, rather than the premium refund he'd specifically asked for.

Mr C was entitled to a replacement washing machine under his policy. And as D&G were prepared to provide this, I'm persuaded that it should honour this offer.

The policy terms say D&G can pay the cash equivalent of the vouchers. I've asked D&G how much it would've paid if Mr C had ordered a new washing machine using the link it sent him. But it hasn't answered my question. As such, I intend to direct it to pay the cost of the replacement Mr C sourced himself – which is £599.

I'm also persuaded Mr C should be compensated for the distress and inconvenience he experienced as a result of the missed appointment and overall poor customer service. This situation went on for a period of approximately four weeks. Whilst this isn't a particularly long period of time, I'm mindful that given Mr C's vulnerabilities (he's told us of his age and poor health, as well as the mental distress he's experienced due to this complaint), I'm satisfied £150 compensation is fair and reasonable in the circumstances.

### **Responses to my provisional decision**

Neither party responded to my 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 neither party had any further submissions for my consideration, I see no reason to deviate from the outcome explained in my provisional decision.

### **My final decision**

For the reasons I've explained, I uphold this complaint and direct Domestic & General Insurance Plc to pay Mr C the following:

- £599 for the replacement washing machine,
- £150 compensation for the distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 December 2024.

Sheryl Sibley  
**Ombudsman**