

The complaint

Mr L complains about Domestic & General Insurance Plc (DGI) and their failure to provide him with a new satellite TV box, in line with the terms and conditions of the insurance policy he held with them. Mr L is also unhappy with the way he was spoken to when he queried this and feels as though he was discriminated against due to his ongoing health condition.

What happened

In 2019, Mr L took out a Sky Protect insurance policy, which was underwritten by DGI. This policy insured several electrical items in Mr L's property, including his satellite TV box.

In early 2022, Mr L called DGI to request a box swap, as detailed within the terms and conditions of the policy he held. But DGI declined this request, explaining that Mr L was already in receipt of the latest version of the box and so, didn't qualify for a box swap under the policy. Mr L disputed this, so he raised a complaint.

Mr L felt DGI were unfair to refuse the box swap. He thought there was a newer version of the box available which would have better specifications, due to the advancement of technology over a period of time. So, he thought he was entitled to ask for a newer box, in line with the terms of the policy he held. Mr L was also unhappy with the way he was spoken to regarding his complaint and, felt he'd been discriminated against due to his ongoing health condition. So, he wanted to be compensated for this.

DGI responded to Mr L's complaint and upheld it in part. They thought they'd acted fairly when declining the box swap, as Mr L had received the latest version of the box when it was replaced following damage to the original box he had. So, they didn't think they needed to do anything more regarding this. But they did agree that the way Mr L had been spoken to on 8 March was unreasonable and they apologised, explaining the appropriate feedback had been given to the call handler. They also offered Mr L £10 to recognise the wait times he experienced when calling them. Mr L remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and upheld it. They thought DGI had acted within the terms of the policy Mr L held when not replacing his box, as he already had the latest version available. So, they didn't think DGI acted unfairly in relation to this. But they thought calls on 8 and 14 March could've been handled better by DGI and they understood why Mr L would've been left upset. So, they thought DGI should pay Mr L £100 to recognise this upset.

DGI accepted this recommendation. But Mr L didn't. He didn't think the £100 was enough to compensate him for what he felt was discrimination against him due to his health condition. And he maintained his belief that an upgraded version of the box he held was available and so, should be supplied to him by DGI under the terms of the policy he held. As Mr L didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

Before I explain why I've reached my decision, I think it would be useful for me to explain exactly what I've been able to consider. I'm aware in his correspondence to our service after our investigators initial view, Mr L has expressed concerns about the box swap no longer being offered in his updated policy documents. I can't see any evidence to show Mr L has raised his concerns about this with DGI, or that they've been given the relevant time frames to issue a response. So, this issue isn't within our service's jurisdiction to consider at this time and isn't something I've commented on further. Mr L will need to raise this issue separately.

What I have considered are the issues Mr L has raised with DGI regarding his request to swap his satellite TV box, and the service DGI provided when they handled this request.

I've seen the terms and conditions of the policy Mr L held at the time of his request. And this policy explains that, when a customer has had a Sky Protect policy such as Mr L's for three years, they are able to call DGI *"to receive the latest Sky box (for your subscription) from Sky at no additional charge."* This is because for a satellite box to qualify for cover under the policy, it needs to be under three years old/

I've seen that at the time of Mr L's request, he'd held a policy for three years and so, I think he was able to make this request.

But crucially, the policy goes on to explain that *"Note, Sky will only provide you with the latest box for the Sky subscription package that you pay for. This means for example that if you currently have a 1TB box, you will receive a 1TB box. However, you will get the latest version of this box type."*

I recognise Mr L doesn't think he has the latest version and so, this is what he's asking for. And he's provided screenshots of two different 2 TB boxes available. But crucially, they are boxes for two different subscriptions. The one box is for an Ultra High Definition (UHD) subscription, which Mr L doesn't have. So, while this may have certain improved capabilities, I don't think Mr L was entitled to this box under the terms of the policy, as the term clearly states the box provided will only be the latest box for the subscription package he had.

And I'm satisfied Mr L had the latest box for this subscription, as he'd received a new standard subscription 2 TB box through the satellite box provider directly, after his original box had been damaged. This box was received in February 2022, around the same time he asked DGI to provide him with a new box under the terms of his policy, and so, I'm satisfied it would've been the latest model available. And that it was under three years old, so qualified to be covered under the insurance policy.

So, I don't think I can say DGI have acted unfairly when not providing Mr L with a new box, as it would've been the same box, with the same specification, he already held. And while I recognise technology can advance and improve, I don't think a box received a month after a

new one is likely to have any improvements or changes. And DGI have confirmed this is the case. And because of this, I don't think DGI need to do anything more for this aspect of the complaint.

I've then thought about the service DGI provided when they handled Mr L's request for a box swap. And I've listened to all of the calls between Mr L and DGI. While most of these calls were handled fairly, as I'd expect, I do think that on two occasions the call handlers acted unreasonably towards Mr L. On both calls, the call handlers became clearly frustrated during the conversation and I think the tone they used with Mr L was unreasonable and insensitive. So, as I think DGI acted unfairly, I've then thought about what DGI should do to put things right.

Putting things right

Our investigator recommended DGI pay Mr L £100 to recognise the upset he was caused. And I note DGI accepted this recommendation. So, I think DGI have accepted their error here and I don't intend to discuss this in any further detail. Instead, I've focused on what I think a fair compensatory offer should be.

I recognise Mr L feels as though this level of service evidenced DGI discriminating against him due to his health condition, specifically when the call handler asked if they could speak to a carer or someone else on Mr L's behalf.

I don't dispute the upset this would've caused Mr L. I understand the seriousness of Mr L's health condition and the impact it may have on him in situations such as the one he's complained about. And I take on board his view that it should be up to him to suggest this course of action.

But I also note this suggestion was only made once to Mr L. And although the tone used wasn't appropriate, I do think the suggestion was made in an attempt to find a solution to the clear misunderstanding between the handler and Mr L regarding the box replacement. So, I don't think the handler in any way purposefully discriminated against Mr L.

So, considering all of the above, I think the £100 recommended by our investigator is a fair offer, that falls in line with the payment I would've directed had it not already been made. I think it recognises the failures of the call handlers, and the fact DGI's service fell below the service I'd expect in two separate calls. But I also think it takes into consideration the fact that, on the second call, the handler made the suggestion in what I believe to be good faith in an attempt to help clarify the situation. That's not to say I don't understand the offence caused to Mr L, nor am I intending to discredit the upset he felt at the time. So, I think DGI should pay Mr L a compensatory amount of £100.

My final decision

For the reasons outlined above, I uphold Mr L's complaint about Domestic & General Insurance Plc and I direct them to take the following action:

- Pay Mr L £100 to recognise the upset he was caused due to the service they provided to him on the phone calls mentioned above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 16 November 2022.

Josh Haskey

Ombudsman