

## **The complaint**

Mrs K complains that Domestic & General Insurance Plc (“D&G”) have treated her unfairly in relation to a claim made under her Protect Plus Appliance policy which covered her cooker.

Any reference to Mrs K, D&G or Company A includes respective agents or representatives.

## **What happened**

The background of this complaint is well known to all parties, so I’ve summarised events.

- In November 2020 Mrs K bought a cooker from Company A. Alongside this she purchased accidental damage cover from D&G.
- Mrs K reported a fault with the cooker to D&G around October 2021, it sent an engineer to attend. They returned to replace parts around six weeks later, and D&G was told further parts would still be needed so a replacement would be required.
- Around three months after in March 2022, within a final response letter, D&G told Mrs K the matter would fall to Company A to resolve under its warranty as the damage wasn’t accidental and the cooker had been delivered to her in faulty condition. But it apologised for any stress and inconvenience the process had caused.
- Mrs K complained. She says she went through a back and forth with both Company A, and D&G who referred her to the opposing company, disagreeing about the cause of damage.
- Company A has since replaced the cooker, and awarded Mrs K £200 compensation for mistakes it made. D&G has said given the cooker was replaced and Mrs K has been compensated, there’s no more it should be required to do. And that Mrs K would’ve been aware the damage would’ve always fallen to Company A, not D&G.
- Our Investigator looked into what happened and upheld the complaint, directing D&G to award Mrs K £100 in compensation. She said D&G was obligated to consider the claim and provide an outcome promptly, which here it hadn’t done as it could’ve provided its position on the claim around three months earlier than it did.
- Mrs K accepted the view, but D&G didn’t. D&G said while there were “*shortfalls in service*” it felt the compensation Mrs K had received from Company A was sufficient.
- So, the complaint has been passed to me for an Ombudsman’s final 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 this complaint. I’ll explain why.

- The facts of this complaint are largely not in dispute. Mrs K’s cooker was faulty, and all parties now appear in agreement the liability sits with Company A and seemingly

always should have. So, I don't need to consider whether or not Mrs K's claim was declined fairly as this matter is already resolved.

- What I need to consider is whether D&G met its obligations to handle Mrs K's claim fairly and promptly.
- D&G has apologised for any distress and inconvenience it may have caused and acknowledges shortfalls in its service. And as our Investigator has outlined, it does appear D&G could've explained its position on her claim at least several months earlier than it did.
- D&G seemingly has agreed Mrs K should be compensated for mistakes but says a payment of this nature from Company A should be considered sufficient. But the complaint I've been asked to consider is against D&G not Company A.
- So, for the same reasons I wouldn't consider it fair to hold D&G accountable for Company A's mistakes or failings, I don't consider Company A's efforts to put things right is relevant when considering whether D&G has met its own obligations.
- Simply, regardless of what Company A did or should have done, D&G should have provided a better service when handling the claim.
- For these reasons, I'm directing D&G to pay £100 to Mrs K for the distress and inconvenience it has caused her during this claim as I'm not persuaded it has kept her updated on the matter or explained things as promptly as it should've.

### **My final decision**

For the above reasons, I'm upholding this complaint. Domestic & General Insurance Plc must pay Mrs K £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 21 November 2022.

Jack Baldry  
**Ombudsman**