

The complaint

Mr P has complained about the service provided by Domestic & General Insurance Plc ('D&G') under his domestic appliance insurance policy.

What happened

In January 2022, Mr P informed D&G that two ring controls on his hob weren't working properly and that his oven was also faulty. D&G booked the appliances in for repairs. Appointments weren't kept by D&G's engineer and Mr P complained. He has also complained that he still hadn't received a new hob.

D&G offered £20 compensation for its service failure, however Mr P was unhappy about the failed appointments and the general lack of urgency by D&G in dealing with his claim. Mr P considered that £20 compensation was inadequate, and he complained to this service.

Our investigator upheld Mr P's complaint and it was her view that D&G should pay Mr P an additional £80 in compensation for the distress and inconvenience he'd experienced. She didn't think that D&G had done enough to support Mr P given his circumstances. She considered that Mr P should call D&G to discuss the new hob requirements so the claim could be settled as soon as possible.

Mr P remains unhappy with the outcome of his complaint and considers that further compensation is now warranted. In the circumstances, the matter has been referred to me to make a final decision in my role as 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.

The key issue for me to determine is whether D&G has treated Mr P fairly and reasonably in applying the terms and conditions of the policy. I don't consider that it's acted fairly and reasonably in all respects and I'll explain why.

Mr P stated that in accordance with D&G's customer service terms and conditions, he should have received a reply to his complaint within 14 days, however this wasn't the case. As to the key service issue, he said that there were three failed appointments, in January, February and March 2022 and that he wasn't advised of the reasons for these failures. Mr P also had a general feeling of lack of urgency, which became more acute as time went on. On the first failed appointment, he said he'd waited in all day for an engineer to arrive and, as a result, he'd been unable to collect essential medical supplies.

Mr P said that he was still waiting for the gas hob to be fitted and that there had been no contact from D&G since January 2022. He'd initially thought that an apology and a further offer of £80 would be acceptable, however he no longer considered this to be sufficient. Mr P said he'd telephoned the appropriate section about his new hob on two occasions but

without success. He considered that there was now an apparent refusal to engage with him in conversation as to replacement of the hob.

D&G acknowledged that its engineers had failed to attend appointments. It apologised and awarded £20 for its failure. It stated that there had been a successful call in January 2022 and parts were ordered, however all subsequent contact to fit the parts had been unsuccessful. Its claim notes recorded that no voicemail or message recording facility was available to leave a message with Mr P. D&G also thought that Mr P's telephone had a call-screening facility which may have led to some contact difficulties. D&G subsequently offered a replacement hob in early March 2022 *'as the hob has been deemed unrepairable due to a chassis fault.'* D&G added that *'the customer tells us that he has fitted the part delivered to him and the hob is working.'*

D&G accepted that in mid-March 2022, there seemed to be some confusion over the offer of a replacement hob. As Mr P had no e-mail or mobile telephone, he'd asked for all communication to be by post. He was therefore advised that D&G's product replacement team could assist. It stated that the claim remained in an 'open' status for the customer to receive a replacement hob. It had provided a contact number to Mr P so that his claim could be settled. It also confirmed that its product replacement team would continue to try and contact Mr P to secure an order.

Having considered all available evidence and the submissions of both parties I've concluded as follows. D&G's service was not good in all respects. I've noted that in Mr P's initial call, D&G's representative had assisted Mr P to understand the appliance cover that he had in place. It was a result of this assistance that Mr P realised that he was able to make claims for his damaged appliances. The missed appointments were most unfortunate however and D&G acknowledged that these amounted to service failures.

There should be no necessity for a customer to have e-mail or mobile phone facilities to receive effective communication and service from its insurer. However, I can't say that all contact issues were due to D&G's failures. Its notes provide evidence of some attempts and difficulty in contacting Mr P by telephone. In February 2022, it also wrote to Mr P confirming that it had attempted to call him *'in the hope of resolving the matter you have raised. Unfortunately, we have been unsuccessful.'*

I agree with our investigator however that D&G could have done more to update Mr P, particularly as there were indications that he was a vulnerable customer. I note that D&G's representative explained that Mr P would need to make a new appointment with its engineer, and she gave a telephone number for him to do so. Mr P was clear that the engineers' telephone number hadn't been given to him previously by D&G. I can understand Mr P's frustration that D&G didn't check the position on his behalf.

I also consider that D&G could have written to Mr P to explain why appointments weren't kept and also to confirm what needed to be done to make a new appointment. It could have also written and explained the subsequent offer of a replacement hob and what Mr P needed to do. I understand that this has now been done. I can't therefore say that D&G's attempts to date to engage with Mr P about a replacement hob have been wholly unreasonable and Mr P likewise needs to now re-engage with D&G to reach a solution in accordance with the terms and conditions of the policy.

In all the circumstances, I consider that, in accordance with our guidance, an award of moderate compensation to Mr P of £80 in addition to the £20 paid by D&G is appropriate. This sum acknowledges the frustration and inconvenience which Mr P experienced due to D&G's missed appointments and often inadequate communication efforts.

My final decision

For the reasons given above, I uphold Mr P's complaint and require Domestic & General Insurance Plc to pay £80 in addition to the £20 offered by D&G for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 29 November 2022.

Claire Jones
Ombudsman