

The complaint

Mr P complains about Domestic & General Insurance Plc (DGI) and their failure to arrange a repair for his appliance following the claim he made on his insurance policy.

What happened

On 12 September 2022, Mr P took out an insurance policy underwritten by DGI for his appliance. This policy commenced on 12 October.

On 29 October, Mr P called DGI to make a claim on this policy, after his appliance broke down. DGI instructed a repairer, who I'll refer to as "S", to attend Mr P's property and attempt a repair. But S cancelled this referral as they didn't complete repairs for the brand of appliance Mr P had. But Mr P wasn't made aware of this.

So, when S didn't attend his property, Mr P called DGI to complain. DGI recognised S were unable to complete the repair and so, they arranged for an alternative repairer, who I'll refer to as "N", to attend Mr P's property. But N also said they were unable to complete the repair, due to the make and size of Mr P's appliance.

So, DGI gave Mr P the option of arranging a repair himself, explaining they would reimburse Mr P the costs of this. Mr P was unhappy about this, so he continued with his complaint.

Mr P was unhappy that S hadn't attended his property on the day that was arranged. Mr P explained he'd taken a day off work to ensure he was available for this attendance and so, he wanted to be compensated for the inconvenience this had caused. And Mr P was unhappy that DGI had been unable to facilitate a repair overall, and he didn't think it was fair that he was now expected to arrange a repair himself.

DGI responded and didn't think they needed to do anything more. They thought they'd acted fairly, and in line with the terms of the policy Mr P held, when advising Mr P that he should source a repair himself and seek reimbursement from them for the associated costs. And DGI didn't think a set repair date had been given to Mr P, so, they didn't think they should compensate Mr P for S' failure to attend his property. DGI explained Mr P was still able to seek reimbursement of any repair costs he incurred himself. Mr P remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and initially didn't uphold it. They thought DGI had acted within the terms of the policy when they decided to allow Mr P to arrange his own repair, as their two repairers were unable to repair the appliance. And they didn't think DGI needed to compensate Mr P for S' failure to attend his property, as another repair had been arranged two days later. So, they didn't think DGI needed to do anything more.

Mr P disputed this, and he thought our investigator needed to listen to the call where he felt he was given a set appointment date. So, our investigator obtained and listened to this call. And following this, they agreed that Mr P had been told S would attend his property on 1 November 2022. And our investigator had seen no evidence to show DGI had told Mr P that S wouldn't be attending beforehand. So, our investigator changed their view and

recommended DGI pay Mr P £50 to recognise the inconvenience this caused.

DGI accepted this recommendation. But Mr P didn't. He didn't think the £50 was enough to compensate him for the upset he was caused by DGI's complaint handler, and their insistence that Mr P hadn't been given an appointment date, when he had. Mr P explained this made him feel as though DGI were accusing him of lying, and he wanted DGI to recognise and apologise for this. Our investigator's view, and recommendation remained the same, and Mr P remained unhappy. So, 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. In Mr P's reply to our investigator's compensation recommendation, Mr P commented on DGI's complaint handling, and how that process and outcome made him feel. But complaint handling is an unregulated activity, and so falls outside of our service's jurisdiction. This means I'm unable to consider, or comment upon, the way DGI handled Mr P's complaint or the way in which they spoke to him and made him feel during this. And it also means any upset or inconvenience Mr P suffered during the complaint process can't be considered when I think about what a fair offer of compensation should be.

Instead, my decision focuses on the actions DGI took, and the way they communicated with Mr P, during the actual claim process. And I note DGI have already accepted that they did in fact provide Mr P with an appointment date for the first repair due to be completed by S, when they shouldn't have done. And they've accepted they failed to make Mr P aware that S had declined this appointment before it was due to take place. As this is accepted by DGI, I don't intend to discuss this further.

Instead, I've focused on the main areas of dispute which centre around whether DGI were fair to expect Mr P to arrange his own repair. And then, what I think DGI need to do to address the failures they've accepted that I've detailed above.

I've seen the terms and conditions of the policy Mr P held. And these explain that *"If we authorise a repair but are unable to find a repairer, we'll permit you to use your chosen repairer. You will have to pay them and claim the cost back from us."*

In this situation, I've seen system notes that show both S and N declined the repair referral from DGI, due to the brand and size of the appliance Mr P held. So, I'm satisfied that DGI attempted, and failed, to find a repairer.

Because of this, I think DGI acted in line with the term I've quoted above when advising Mr P that he could arrange his own repair and claim the cost of this repair back from them. And I think they acted fairly when doing so.

I recognise that Mr P hasn't yet done this, and I can understand why Mr P would feel as though this is an added inconvenience he didn't expect when taking out the policy. But I

don't think DGI are responsible for the fact that two separate repairers were unable to complete the repair and so, I don't think they've made an error which had led to this inconvenience. DGI have confirmed this option is still open to Mr P subject to payment of outstanding premiums for the policy itself, and it is Mr P's own decision whether to continue with this or not.

Putting things right

I've then turned to what I think DGI should do to put things right. When considering this, any award or direction I make is intended to place Mr P back in the position he would've been, had DGI acted fairly in the first instance.

In this case, I think Mr P would still have found himself in the same position regarding the repair of his appliance, as both S and N would have declined the repair referral and DGI would've advised Mr P to source his own repair and recoup the costs of this.

But, had DGI acted fairly, I think they would've recognised they gave Mr P a specific date for when S would attend his property to attempt a repair. And when S cancelled this appointment, I would've expected DGI to have realised this and made Mr P aware of this. If they had done this, Mr P wouldn't have needed to make plans to ensure he was in the property on the date the appointment was due. And so, Mr P wouldn't have been left feeling upset and frustrated when S didn't attend as he expected. So, I think DGI should compensate Mr P for this.

But I don't think this offer of compensation should consider any loss of earnings, as I think it was Mr P's own decision to take a day off work to ensure he was at the property. In the call with DGI, Mr P didn't make DGI aware he would need to do this or discuss other potential appointment dates.

I recognise our investigator recommended DGI pay Mr P £50 to recognise the upset he was caused due to the failed appointment. And having considered all of the above, I think this payment is a fair one that falls in line with what I would've directed, had it now already been made.

I think it fairly recognise the upset and inconvenience Mr P was caused, while also taking into consideration the fact the failed attendance only happened on one occasion. I think it also takes into consideration DGI's attempts to rectify the situation by arranging another repair, and that it wasn't within DGI's control to decide what the repairer were, and were not, able to repair. So, I think DGI should pay Mr P £50.

My final decision

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

- Pay Mr P £50 to recognise the upset and inconvenience he's been caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 20 February 2023.

Josh Haskey
Ombudsman