

The complaint

Mr G complains that Domestic & General Insurance Plc (“D&G”) hasn’t carried out repairs to his cooker after he made a claim under his appliance insurance policy.

D&G is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As D&G has accepted it is accountable for the actions of the agent, in my decision, any reference to D&G includes the actions of the agent.

What happened

In December 2022, Mr G made a claim under his appliance insurance policy with D&G because there was a fault in the small oven of his cooker.

D&G arranged for an engineer to visit to assess and repair the oven. Mr G says the engineer didn’t attend on 3 January as he was supposed to. So, another appointment was made for 17 February, which was the next available date when he or his wife could be at home.

Mr G called D&G on 17 January 2023 as he’d received an email saying the job had been completed, even though no engineer had looked at the oven. During the call, he raised a formal complaint with D&G.

In response to his complaint, D&G said that, according to the engineer, his initial appointment didn’t go ahead as expected because Mr G had requested a later date. The appointment was rescheduled for 17 February, but the repair agent had promised to call Mr G to discuss the rescheduling of this. D&G said it would be sending Mr G £50 within five to seven working days as a gesture of goodwill for the time he’d spent without a working appliance.

Mr G says the engineer didn’t attend the appointment on 17 February, and he didn’t receive the £50 D&G had promised in its response to his complaint. So, he asked our service to consider the matter.

D&G told us that the award of £50 was calculated incorrectly and hadn’t been processed. It said the award should have been £90, but it had now sent Mr G £198 to his bank account. Our investigator let Mr G know about this payment but that didn’t resolve the situation for him. He said he wanted D&G to repair the cooker, in line with the terms of the policy.

Our investigator looked into Mr G’s concerns and thought his complaint should be upheld. He wasn’t satisfied that an engineer had visited Mr G’s property to repair the oven and recommended that D&G contact him to arrange a repair as soon as possible. He didn’t recommend any compensation as he thought the £198 D&G had already paid Mr G was sufficient.

Mr G accepted our investigator’s outcome. However, D&G didn’t respond. So, the complaint has been passed to me to decide.

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've decided to uphold Mr G's complaint. I'll explain why.

The terms of the policy say:

"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) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product".

Mr G says an engineer was initially booked to visit his property on 3 January 2023. However, when his wife spoke to the engineer on that date, he told her that head office had messed up the booking and he would need to come the following day. This wasn't convenient for Mr G or his wife. Mr G says the next available date that his wife could be at home was 17 February, so the appointment was rearranged for that date.

D&G has provided screenshots showing confirmation emails for engineer visits to take place on 3 January, 4 January and 17 February 2023. I think these emails support what Mr G has said about the appointments being rearranged.

D&G's records show "*estimate notes*" on 17 January 2023 with some parts listed and a labour cost. The notes say: "*Fixed without parts: Fitted element from stock*".

Mr G called D&G the same day because he'd received an email saying the job had been completed. I've listened to a recording of that call. Mr G was concerned about this email as he said nobody had even looked at the oven. D&G's representative tried to arrange for an engineer from a different repair agent to visit Mr G. However, she said she wasn't able to arrange this. She said the repair agent had sent D&G an invoice saying a part was being fitted, so it needed to keep the same repair agent.

Mr G expressed his concern that the repair agent had sent an invoice, when nobody had visited to assess the oven. D&G's representative tried to book in an earlier appointment for an engineer to visit, but the date she found wasn't convenient. Mr G decided to stick with 17 February as his wife had booked the day off work.

Mr G said he wasn't so concerned about the date of the appointment. He was more concerned about the people involved in repairing his oven as they'd submitted an invoice for work that hadn't been completed. He asked to raise a formal complaint.

I've listened to a recording of the complaint handler's conversation with the repair agent. The complaint handler queried why the system notes said an engineer attended the property when Mr G said they hadn't. The repair agent said the system showed the part had been dispatched. The appointment was booked in for 4 January, but the engineer notes said the customer wanted a later date, so they moved it to 17 February. The complaints handler asked if the date could be moved forward. The agent said they'd call the engineer, and the engineer would call Mr G.

I don't think the complaint handler properly understood Mr G's concerns. It's clear from Mr G's conversation with D&G on 17 January that he wasn't asking for the appointment to be moved forward. His concern was that the repair agent had invoiced D&G for a part, when an engineer hadn't been around to assess what was wrong with the oven. Mr G said he thought

this was fraudulent. I think the complaint handler should have challenged the repair agent on what they'd said about a part being ordered. It seems unlikely that an engineer would know what part needed to be replaced, without ever having seen the oven.

In its most recent email to our service, D&G said that according to its records a repair had been carried out as it had received an invoice and repair system notes, showing that an element was fitted from stock.

D&G has provided a screenshot from its system which says: "*Fitted element from stock*" and a "*date settled: 26/01/23*". However, when Mr G last contacted us in May 2023, he said the repair still hadn't been completed.

Having reviewed everything, I don't think D&G's records are accurate. The note of 17 January saying that the cooker had been "*fixed without parts: fitted element from stock*" not only conflicts with what Mr G has said. It also contradicts what the repair agent said in the call of 23 January about the appointment being booked in for 17 February. I've seen no evidence to show that this appointment was ever moved forward. And Mr G says the engineer didn't turn up on 17 February either.

Overall, I think the service Mr G has received from D&G has been extremely poor. It hasn't arranged repairs or a replacement cooker as it should have done in line with the terms of the policy. It's failed to engage with Mr G's concerns or acknowledge its inaccurate records. It's disappointing that D&G didn't respond to our investigator's outcome. So, as far as I'm aware the repairs still haven't been carried out.

From what I've seen and been told, the faulty oven is part of a cooker which has three ovens. So, the issue appears to have limited use of the cooker, rather than prevented it from being used at all. However, this experience has no doubt been frustrating for Mr G and he's been inconvenienced by having to spend trying to sort the matter out with D&G.

I think the £198 D&G has paid Mr G is enough to compensate him for the distress and inconvenience he's experienced so far. However, D&G is also required to fulfil the terms of the policy and deal with Mr G's claim. This means it needs to assess what's wrong with the cooker and either repair it, replace it or pay the cost of a replacement. As a visit from an engineer doesn't appear to have happened, D&G should arrange for this to take place as soon as possible, at a time that is convenient for Mr G.

Putting things right

D&G should deal with the claim, in line with the terms of the policy.

My final decision

For the reasons I've explained, I uphold Mr G's complaint and direct Domestic & General Insurance Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 August 2023.

Anne Muscroft
Ombudsman