

The complaint

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

What happened

Mr B made a claim to D&G regarding a faulty washing machine, and this was duly replaced under his policy. However, Mr B then reported a fault with his new replacement washing machine in June 2023.

Mr B complained that D&G had issued several letters stating that it had resolved the issue, whilst Mr B said that it hadn't. Mr B also complained that D&G had referred him to the manufacturer as the machine was under warranty. Mr B wanted the machine to be repaired or replaced. He also wanted to be awarded compensation for all the phone calls he'd made and for having to go back and forth to the launderette. He also said that there had been unacceptable delay by D&G in answering calls.

Following Mr B's complaint, D&G maintained its position that it had treated Mr B in a fair and reasonable manner. He then referred his complaint to this service. The relevant investigator upheld his complaint and thought that if the repair hadn't been completed, that D&G should arrange for a repair or replacement. The investigator also recommended that D&G pay Mr B £150 for the distress and inconvenience caused. He considered that as the replacement was delivered as part of a previous claim, D&G should take responsibility. He also considered D&G had been dismissive of Mr B's complaint. He thought there had been avoidable delays, including visits to the laundrette and increased contact with both D&G and the manufacturer.

D&G didn't agree with this outcome. In the circumstances, this case 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 consider is whether D&G applied the terms and conditions of the policy and generally acted in a fair and reasonable manner in handling Mr B's claim. I don't consider that it's did so in all respects, and I'll explain why. In reaching this decision, I've also had regard to the submissions of both parties as follows.

Mr B made it clear that he was unhappy with the way in which D&G handled his claim regarding a replacement washing machine, after he'd experienced problems with his previous washing machine. Mr B said that D&G's engineer didn't complete the repair properly. He'd contacted D&G about the issue, and it referred him to the manufacturer, however he said it didn't have a complaints department to resolve the issue. Mr B was very unhappy about the timeframe and wanted the new washing machine to be repaired or replaced. He also wanted to receive compensation for the trouble and upset caused.

D&G confirmed that Mr B had taken out his original insurance cover in 2017. It said that the cover provided protection for mechanical or electrical breakdown, labour charges and damage caused by accident. It accepted that Mr B's replacement machine had developed a fault and a complaint was opened in June 2023. It said that the replacement machine had been delivered in mid-May 2023. As the machine was under the manufacturer's warranty period, the customer was referred to the manufacturer for an engineer to be called out, as it said the policy only provided cover for accidental damage. It had contacted the manufacturer following the complaint, and it confirmed that an engineer had attended the same day that Mr B had contacted it and returned three days later *'when the repair was completed.'* D&G said it hadn't received further communication to indicate that the appliance was still faulty.

D&G referred to the policy's terms and conditions, which excluded *'any breakdown cost already covered by any manufacturer's...warranty on the appliance and costs or loss arising from not being able to use it, or incidental costs caused by the breakdown or repair.'* It said that the policy only provided for repair or replacement after the manufacturer's warranty period. D&G said that the manufacturer did indeed have a complaints team and passed this on if Mr B felt *'that the manufacturer should be compensating him.'*

The starting point for complaints of this nature will be the terms and conditions of the relevant policy. I've noted the provisions to which D&G has referred in its submissions and I agree with D&G that this makes it clear that repair and replacement of a machine will not be covered during the manufacturer's warranty period. In this case, the fault did indeed develop during the warranty period.

Nevertheless, I agree with the investigator in this instance that D&G can't avoid responsibility for problems experienced with a replacement machine delivered under the D&G policy. I consider that when Mr B contacted D&G in June 2023 it should have offered Mr B assistance in resolving the issue, and a better customer experience in general. Whilst I agree with D&G that the delays in question were likely to have lasted for three days' only, I'm satisfied that £150 is an appropriate level of compensation for the inconvenience caused by the type of service failure experienced by Mr B.

This outcome is supported by D&G's case-notes. These indicate that D&G would look to compensate Mr B once repairs were completed and when it knew the period for which compensation would be due. In conclusion, it indicated that it would uphold the complaint as Mr B had to wait in order to be assisted and there were difficulties with telephone calls.

My final decision

For the reasons given above, I uphold Mr B's complaint and require Domestic & General Insurance Plc to pay £150 compensation to Mr B for the inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 31 October 2023.

Claire Jones
Ombudsman