

The complaint

Miss S has complained about the delay and poor service she received when she made a claim under her warranty protection policy with Domestic & General Insurance Plc.

What happened

In April 2023 Miss S reported that her oven wasn't working. D & G arranged for a replacement oven which was delivered and installed on 20 June 2023.

D&G upheld Miss S's complaints that an engineer had failed to attend, that Miss S had been contacted for a repair after it had agreed to replace the oven, and a delay in installing the replacement oven.

It paid Miss S payments of £20 and £267 - for the failed appointment and additional food costs. It waived its installation and disposal fees.

Our Investigator thought D&G should pay compensation of £100 for the distress and inconvenience caused. She thought D&G should have waived its fees in any event due to the delay. She thought the £267 payment for additional food costs and the £20 compensation for the missed appointment was right, but didn't address the distress and inconvenience caused.

D&G didn't agree. It says the policy says it doesn't provide for financial loss and it has done over and above to resolve the complaints.

Miss S accepted the Investigator's findings. As D&G didn't agree, it wants an ombudsman 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.

I think what D&G had done so far goes some way to put things right. I think it should have waived its fees and made a contribution toward the additional food costs Miss S had to pay due to being without cooking facilities for a delayed period of time, even if the policy doesn't cover this - as this was a fair and reasonable thing to do in the circumstances.

Miss S says she spent several hours chasing D&G in calls and wait times. Overall I think D&G caused a delay of around four weeks. For this I think it should pay a further £100 compensation for the distress and inconvenience caused to Miss S.

My final decision

My final decision is that I uphold this complaint. I require Domestic & General Insurance Plc to pay Miss S a further £100 compensation in addition to what it has already paid for the distress and inconvenience caused.

Domestic & General Insurance Plc must pay the compensation within 28 days of the date on which we tell it Miss S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 17 November 2023.

Geraldine Newbold
Ombudsman