

## **The complaint**

Ms K complains about the way Domestic & General Insurance Plc (D&G) has handled a claim she made under a household warranty policy to have a game console repaired.

## **What happened**

The circumstances of this complaint are well known to both parties, so I've summarised what's happened.

- Ms K has a warranty policy for a games console – the policy is underwritten by D&G. The policy covers accidental damage and breakdown.
- Ms K made a claim on the policy to have the console repaired. D&G's authorised repairer provided packaging instructions for Ms K to follow when sending the device to it for repair. And it arranged for a courier to collect it.
- The parcel was collected from her house by a courier and was delivered to the repairer – but the repairer said the console was missing.
- Ms K says, having not had an update, she contacted the repairer who told her the console wasn't in the package when it took delivery of it.
- Unhappy the device had gone missing, Ms K complained to D&G. D&G said it wouldn't provide a replacement console because it wasn't satisfied Ms K had packaged her console in line with the packaging instructions. It said as Ms K hadn't taken reasonable care, she was responsible for the console going missing during transit.
- Unhappy, Ms K brought a complaint to this Service. An Investigator considered it and upheld it. He said D&G should also pay Ms K £100 compensation for not dealing with her claim fairly and causing avoidable inconvenience.
- D&G disagreed and so, the complaint has been passed to me for an Ombudsman's 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 this complaint – I'll explain why.

- D&G hasn't disputed its authorised repairer arranged for a courier to collect the item from Ms K's house. So, I'm satisfied that when Ms K gave the item to the courier – which was on the instruction of D&G's repairer, who is an agent of D&G – it was then in the care of D&G. And so, I consider it fair and reasonable that any issues with the security of the item whilst in transit would be D&G's responsibility.

- But this is subject to Ms K having fulfilled her responsibilities - which was to package the console in line with the packaging instructions sent to her by the repairer. So, I've considered whether Ms K did so.
- D&G has said the box used to package the console was "too small" and therefore, not secure. But given the console in question is a handheld device, I'm not persuaded, having seen the size of the box, that it was unsuitable.
- D&G has also suggested that because the box was "re-used" it wasn't secure. But it's not given any evidence to show how reusing a box, means it's less secure than a new one. In any event, the packaging instructions provided by the repairer say that "*a suitably sized box or the original packaging*" can be used. The latter would require the re-using of packaging, so I don't consider it fair for D&G to make a distinction between reusing original packaging and reusing alternative packaging to conclude Ms K hadn't taken reasonable care when packaging the console.
- When I consider this, along with the fact there's evidence of parcel tape having been used to secure the package, I'm satisfied Ms K followed the packaging instructions and therefore, fulfilled her responsibilities. And so, I don't consider D&G's argument - that Ms K is responsible for the console being lost in transit - to be fair and reasonable in the circumstances of this complaint.

### **Putting things right**

- It's not clear if Ms K has bought a replacement console. If she has, D&G will need to refund her what she paid for this (subject to proof of purchase). If Ms K hasn't bought a replacement console, D&G must send her a replacement.
- Our Investigator said D&G needed to pay Ms K £100 compensation. Had D&G dealt with Ms K's complaint fairly, the matter could have been resolved earlier on which would have meant Ms K would have had a replacement console at an earlier date, and the inconvenience of having to deal with the matter would have been avoided. So, I'm satisfied £100 compensation is reasonable in the circumstances.

### **My final decision**

My final decision is I uphold this complaint and direct Domestic & General Insurance Plc to:

- Provide Ms K with a replacement console, *or*
- If Ms K has purchased a replacement console already, reimburse her the cost of this (subject to proof). Domestic & General Insurance Plc should pay simple interest at 8% a year, from the date Ms K purchased the replacement console until the date payment is made.
- Pay Ms K £100 compensation. Domestic & General Insurance Plc must pay the compensation within 28 days of the date on which we tell it Ms K accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 1 December 2023.

Nicola Beakhust

**Ombudsman**