

The complaint

Mr P complains about Domestic and General Insurance PLC (D&G) handling of a claim under a gadget insurance policy.

What happened

Mr P's late father held a policy with D&G, regarding a television. An issue developed with the television and his late father made a claim. Mr P said that in 2019 D&G sent an engineer, who inspected the television at his home and left without carrying out the repair.

A couple of weeks later Mr P said that D&G sent another engineer, and the television was taken away for it to be repaired. Around two weeks later, Mr P said that he returned home to find the TV left on his doorstep unrepaired.

Since this time, Mr P said that sadly his father passed away. And as he had been caring for his father up to that point, as well as dealing with his loss, he hadn't pursued the claim further. However, in July 2023, Mr P contacted D&G to raise a complaint. The basis of the complaint not only covered the failed repair, but moreover raised a further complaint about the professionalism of a D&G agent.

Mr P explained that he had been trying to get justice for his late father, as the television which had cost a great deal of money, had been faulty from when it was first purchased. The complaint was referred to the customer complaint department and it contacted Mr P. During the call the agent informed Mr P that the records showed that there had been no contact from Mr P since 2019, and as a result the claim was closed.

Further, that in March 2023, the policy was cancelled due to non-payment of premiums. Mr P advised that his father had passed, and this was reason for the non-payment. Due to this, D&G offered to refund Mr P one year's premium payments of £89.98, as a good will gesture and for the perceived poor service. Mr P declined this as he wanted a higher amount of compensation.

Ultimately D&G increased its offer of compensation to just under £130, which Mr P accepted. However, as he had been given his referral rights, he referred a complaint to our service, primarily because D&G hadn't completed the repair of the TV. And because he sought a higher level of compensation.

One of our investigators considered the complaint and thought it should be upheld. He said that D&G should honour the TV repair, as it was clear that since 2019, it was faulty. It should also pay Mr P £200 compensation for having sent the final response letter in his late father's name, which he thought would have caused him distress.

Mr P accepted the view, D&G did not. It initially had raised jurisdiction as an issue, as it said that Mr P had referred his complaint to our service out of time. It further said that the claim was closed on 3 October 2019, because of Mr P's lack of contact. It said that Mr P had cancelled the direct debit with their bank and not D&G. It had written to Mr P a few times with

no response and later Mr P contacted them months after the policy had been cancelled (due to non-payment) to complain about the lack of repair. It felt that a further £200 compensation was unfair, given that it had offered and paid the maximum amount of compensation that it could, which related to £89.88 (1 year's premiums) as well as an additional amount for the perceived poor service. So, it asked for a decision from an 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.

I considered the complaint, and I thought the complaint should be upheld. I issued a provisional decision on 2 January 2024 and asked both parties to send me anything else by 30 January 2024. In my provisional decision I said:

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of the complaint.

Having done so, I'm minded not to uphold this complaint. I understand that this is likely to be a disappointment to Mr P, but I hope my provisional findings explain why I think this is fair.

I've considered the comments and evidence from both parties. At the outset, I will deal with the jurisdiction point raised by D&G.

There are time limits that are set out in the DISP rules. Although there are effectively three different time limits, I think the one relevant to this complaint is what we call the six and three rule.

The six and three rule states we can't look at a complaint if it was made more than:

- *Six years after the event complained of; or if later*
- *Three years from when the customer was aware, or ought reasonably to have been aware, of cause for complaint.*

Mr P referred the complaint to our service within six years from the date of the event that he is complaining about. So, as to the jurisdiction, I'm satisfied that our service is able to look at the complaint, as it is within time. It should be noted that the three-year rule only applies if after the six years from the event has expired, which isn't the case here.

I will now consider the merits of the complaint. Mr P complains that D&G's agent were unprofessional and had cast aspersions about his character during phone calls. He said that D&G had continued to send correspondence to his late father, even though it was aware that his father had passed away, which caused him distress. Also, that D&G hadn't carried out the repair of the TV, which it ought to have done. So, I've focussed the provisional findings on these areas.

Mr P felt that he had received poor service from D&G. He believed that its agents had been rude and had disconnected calls.

I asked D&G for all the call recordings it had on file. I listened to all the call recordings it sent. These I think provided evidence of the behaviour of the agents towards Mr P. As well as Mr P's conduct during the calls.

I should say that the outset, that having listened to well over several minutes of recordings, I didn't find any of the agents to be unprofessional towards Mr P. I did not find that they called Mr P a liar or insinuated as such.

There was a call that did result in a disconnection, but I can't agree that the disconnection was due to Mr P giving his details to the agent and the agent putting the phone down, but I do think there was an issue with the line, and it simply disconnected.

I understand that Mr P said that one of the agents called him a liar. I listened to the call which lasted just under 30 minutes and at no time did the agent call Mr P a liar. The agent appeared to be calm and simply detailing what information was included on the system. The agent provided Mr P with the information, and I can see that this appeared to have infuriated Mr P as he appeared to be raising his voice towards the agent. The information I noted was to do with when Mr P had last contacted D&G, which was in September 2019.

It should also be noted that during another call that Mr P had with D&G, he was specifically asked if he wanted the policy to remain in his late father's name. To which he replied yes. He was also asked if he wanted the information regarding the policy to be sent via email, to his late father's email address, again to which he replied yes.

From this evidence, I think Mr P had given D&G permission to continue to address correspondence to his late father's name and details. So, I can't be satisfied that D&G had done anything wrong here.

Mr P was insistent that he had informed D&G on several occasions that it hadn't completed the repair of the TV. On listening to the call recordings, it seems that Mr P had chased the TV retailer, as he frequently mentioned this.

In addition, Mr P was asked to provide copies of the emails that were sent to D&G from 2019 onwards. Mr P provided those copies and all but two were directed and sent to the TV retailer. Two of the emails were sent to the finance company.

Based on these pieces of information, I think it's more likely than not, that Mr P hadn't sent his complaint about the repair of the TV to D&G at all. He had sent it to the retailer and finance company. Consequently, I find that Mr P hadn't maintained any contact with D&G since 2019.

Mr P also complains that the repair of the TV hadn't been carried out. So, I've had a look at the timeline of events to see what happened here.

Mr P contacted D&G on 23 September 2019, to report a fault with the TV, that the TV kept turning itself off. From the evidence, I can see that D&G sent an engineer. From the records, the engineer noted the fault and advised that the TV would need a workshop repair.

I understand that Mr P didn't want the TV taken away so that it could be repaired, as this would mean his elderly father would have nothing to watch. So, D&G stated that due to this, on 3 October 2019, the claim was closed.

Mr P said that he believed that the TV had been taken away. And for around three and a half weeks it remained in D&G's possession. He said that after this time, the TV was delivered back to his home, without a repair having been taken place and left on his doorstep.

I haven't seen enough evidence to support this. The only evidence that I have read, related to Mr P not wanting the TV to be removed from the home, so that the repair could be affected. If Mr P can provide me with any form of evidence that supports that it was D&G

who removed the TV and failed to carry out the repair, before returning it back to him, then I will consider it.

Additionally, from the notes, D&G were contacted by the TV retailer on 3 October 2019, to see if it would replace the TV. But, as Mr P had declined the claim, then it offered the following resolution. Either to reinstate the claim (if Mr P indicated this is what he wanted it to do) or provide what was known as a pay and claim, which would have allowed Mr P to have the TV repaired by an independent repairer. Neither option was taken up.

As previously mentioned, since that time (2019), I can't see that Mr P maintained any contact directly with D&G, regarding the claim. Mr P has since indicated that he has disposed of the TV and purchased a new one. As there is no physical TV to repair, I can't see the merit in asking D&G to carry out a repair.

However, I have investigated the amount of compensation that D&G has paid to Mr P, for the perceived poor service.

I understand that Mr P would like a far greater amount of compensation. Which I have taken into account. Mr P said that he was distressed as D&G had sent correspondence addressed to his late father. He also said that he wanted the TV repaired as no repair had been completed.

D&G had paid and offered one year's premiums, as well as an uplift for the perceived poor service issues. In total, it offered just under £130. I note from the call recordings that at the time, Mr P accepted this offer and said: 'that will clear it'.

I haven't found that any of the agents were unprofessional, I also found that Mr P had given D&G permission to address correspondence to his late father, as well as use his email address. However, D&G accepted that the repair of the TV hadn't been completed and for this it offered and paid a total of £100. It also offered and paid a total of £30 for the perceived poor service.

I have taken into consideration that Mr P has now disposed of the TV. And having considered our services strict guidelines on compensation awards, I think that Mr P suffered more than the levels of frustration and annoyance that might reasonably be expected from day-to-day life. And the impact was more than just minimal. So, I'm satisfied that the total of £130 is fair and reasonable and in line with our guidelines.

I acknowledge Mr P's strength of feeling about this complaint and the reason why he referred it to our service. But, in the overall circumstances of this complaint, I currently haven't seen enough evidence to show that D&G acted unfairly. If Mr P has further evidence that is contrary to this, I will of course consider it. But for now, I intend not to ask D&G to do anything further here.

Responses to my provisional decision

D&G accepted the provisional decision and had nothing further to add.

Mr P did not. He said that the whole process was a farce. D&G had taken years of payments from him and hadn't fixed the TV. He said that he still had the TV and that he may inform the press.

I've carefully considered the further comments made by Mr P and they haven't changed my provisional findings, so I'll explain why.

I found that Mr P hadn't been in contact with D&G for several years, following the report of the fault with his TV. I asked Mr P to provide me with information that could support that he had maintained contact with D&G. Nothing was provided.

I understand that Mr P said that he still has the TV in his possession. But I found that he declined D&G's offers to either remove the TV for repair or for him to use a pay and claim. Which would have allowed Mr P to have the TV repaired by an independent repairer. I asked Mr P for any further evidence he may have to refute this. None was provided.

As mentioned, I listened to several calls between Mr P and D&G. Having listen to them, I didn't find that any of the D&G agents were unprofessional or rude. The call recordings I think provided clear evidence of what took place at the time and during the calls and what was said.

I note that Mr P during one of the calls was happy with D&G's offer of compensation and he said, *'that will clear it'*. I also took into consideration, our services guidelines on compensation and found that the amount offered was in line with the guidelines.

Taking all these findings into consideration, I'm unable to agree that D&G acted unfairly. I appreciate that Mr P is likely to be disappointed with the findings. But in the circumstances of this complaint, I don't think D&G were unreasonable. So, I won't ask it to do anything further here.

My final decision

For the reasons given, I don't uphold Mr P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 22 February 2024.

Ayisha Savage
Ombudsman