

The complaint

Mr R has complained about the way Domestic & General Insurance Plc (D&G) handled a claim under a protection policy he took out for his washing machine.

What happened

On 24 October 2023 Mr R contacted D&G to make a claim under his protection policy because his washing machine wasn't working. An engineer attended on 27 October and ordered two new parts which were needed to repair the machine.

On 30 October Mr R said he couldn't wait any longer for the repair as he cares for two disabled family members. He asked D&G to cancel the policy and he bought a replacement washing machine. He thought D&G should reimburse him for the cost of the new machine.

D&G refused to do so. It said it had a service level target of 14 days to complete the repair. It said Mr R should have given it the opportunity to return and complete the repair within that timeframe.

Mr R brought a complaint to this service. Our Investigator didn't recommend it be upheld. He didn't think D&G had treated Mr R unfairly.

As Mr R didn't agree, the matter has been referred to me.

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 starting point for any claim is the contract between the insurer and the customer – that is, the policy document. Mr R's policy entitles him to a repair, a replacement or the cost of a replacement product. But importantly this is at D&G's option. It says that there will be some situations where it will arrange a replacement instead of a repair if, for example, the covered item can't be repaired or it is uneconomic to do so.

The terms of Mr R's policy don't specify the maximum time a customer should have to wait to have their appliance repaired. D&G has told us it aims to carry out repairs within 14 days. I understand Mr R's need for the washing machine to be repaired quickly. But even so, I think he should have allowed D&G more time to obtain the parts needed for the repair. By him cancelling the policy and buying a replacement machine within seven days of making the claim, D&G wasn't given a reasonable amount of time to assess whether the washing machine should be replaced rather than repaired. If it had become clear that the repair couldn't be completed within 14 days, I think that would have been a different matter.

I realise Mr R will be disappointed by this. But his policy doesn't cover the cost of a customer deciding to replace an appliance before D&G has had a reasonable opportunity to repair it. Based on what I have seen, I think D&G has treated him fairly and within the terms and

conditions of his policy. Furthermore, as Mr R had the benefit of cover up to the point of cancellation, it would be unfair to require D&G to refund the premiums he paid before he cancelled the policy.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 March 2024.

Elizabeth Grant
Ombudsman