

The complaint

Mr L has complained about the way Domestic & General Insurance Plc (“D&G”) dealt with a claim he made under his home emergency insurance policy.

Reference to D&G includes its agents and representatives.

What happened

- Mr L had a D&G policy to cover his plumbing and drainage. He got in touch with it to request an emergency engineer appointment after he noticed damage he thought was being caused by a water leak.
- D&G says it tried to call Mr L to arrange the appointment, but it couldn’t reach him and left a voicemail. It also sent a text message. When the engineer arrived, Mr L wasn’t there and the appointment didn’t go ahead. D&G asked Mr L to pay a fee for the missed appointment and wouldn’t consider the claim further until he paid it.
- Mr L said he’d been away at the time and hadn’t received calls or a voicemail from D&G. And whilst he’d received a text message, it had been one of many he’d received from D&G and had missed it. He didn’t think an appointment could have been made without his active agreement. And as an engineer hadn’t visited, the leak had continued, and the damage had got worse. D&G didn’t change its position.
- Our investigator said D&G had made Mr L aware of the appointment, and attended, so it had acted fairly in that respect. As a result, he didn’t think D&G should pay for any additional damage caused. However, he didn’t think the policy entitled D&G to charge a fee, so it shouldn’t do so and should consider the claim without it.
- Mr L accepted this. D&G didn’t respond, so the complaint has been passed 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.

- D&G’s policy covers problems or failures in the plumbing and drainage system, including leaking pipes, up to £1,000. And associated making good work, up to £150. It says it will arrange for an approved contractor to assess the situation.
- Our investigator noted that the policy doesn’t outline any missed appointment fees. D&G didn’t respond to this. And I can’t see it’s ever quoted such a policy term in correspondence with Mr L. I’ve checked the policy and I can’t see such a term. On the contrary, the policy says D&G will pay any call-out costs. So I don’t think D&G has a contractual right to insist on a fee – even if an appointment was arranged.
- The policy says visits will be carried out on a date agreed with Mr L. It’s unclear whether D&G made any calls or left a voicemail. But Mr L says he received a text

message. So I'm satisfied D&G let him know when it could visit him to assess the problem. However, Mr L didn't respond to the message as he missed it. So I'm not satisfied Mr L agreed to the appointment D&G suggested.

- D&G says it would expect to be penalised if it cancelled an appointment. So it would be fair for Mr L to be treated the same in reverse and pay a fee. I may expect D&G to compensate a policyholder if it missed an appointment that had been agreed. But in this case, Mr L didn't agree to an appointment, so I'm not persuaded it's the same.
- In these circumstances, I'm not satisfied D&G had the right to charge a missed appointment fee – and nor would it be fair for it to do so. I understand Mr L hasn't paid it, so there's nothing to refund. But it means the claim should go ahead without the need for Mr L to pay for a missed appointment. D&G should get in touch with him to consider the claim further, subject to the terms and conditions of the policy.
- Mr L says the leak has continued whilst the claim has been outstanding, and the damage has increased. He's questioned whether D&G should pay any additional cost of repairing damage that's happened during that time.
- The policy only covers the cost of repairing a leak and associated making good, up to respective policy limits. The policy doesn't cover any water damage resulting from a leak, beyond that required to make good the leak repair up to the relevant limit.
- Had D&G not held up the claim asking for the fee to be paid, it's likely it would have visited long ago and established whether there was a leak. And, if so, carried out the repairs covered by the policy. That would have left Mr L responsible for any damage not covered by the policy – even if things had gone as they should have.
- It's possible that repairing the uninsured damage has now become more expensive, as a result of increased damage and/or costs rising over time. But at this stage it's not known whether there's a leak and a claim to be accepted. Or whether it's become more expensive to repair any damage Mr L is responsible for – and, if so, by how much. So I don't think it would be fair or practical to make an award at this time.
- If Mr L can show it's become more expensive, and by how much, he'd be entitled to share that with D&G and I'd expect it to consider whether it should make a payment.

My final decision

I uphold this complaint.

I require Domestic & General Insurance Plc to consider the claim without charging a missed appointment fee, subject to the terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 3 April 2024.

James Neville
Ombudsman