

The complaint

Mr K's complaint is about the handling of a claim made under his appliance insurance policy with Domestic & General Insurance Plc.

What happened

Mr K holds a policy with Domestic & General which provides insurance in respect of the breakdown of his television. On 12 December 2023, Mr K contacted Domestic & General as his television was faulty.

Domestic & General agreed to meet the claim and arranged an appointment. However, I understand that appointment was cancelled, as the name on the repair booking was Mr K's brother, so its repair agents refused to discuss the job. Domestic & General refunded Mr K two months' premiums in compensation for this error (*i.e.* £11.68).

After a remote diagnosis, Domestic & General ordered some spare parts on 19 December 2023 and an appointment was made for the repair to be carried out on 5 January 2024. However, when the engineer arrived, he could not find a parking space within an acceptable distance of Mr K's property. Domestic & General says the engineer also tried to contact Mr K by phone but he did not pick up his call and did not call him back. The engineer therefore cancelled the job.

After Mr K complained, Domestic & General offered a 'pay and claim' option which was for Mr K to get the repair carried out himself and then reclaim the cost from Domestic & General but it says Mr K refused this option.

As Mr K was still unhappy with Domestic & General's handling of the matter, he referred his complaint to us. Mr K said he had found his own repairer and asked for a full refund of all the premiums paid for the policy, or a new television.

In the meantime, Domestic & General arranged for another repairer to attend. I understand they collected the television, repaired it and returned it to Mr K on 25 January 2024.

Domestic & General said it was not at fault for the initial appointment not going ahead, as Mr K should have provided parking for its engineer. It relies on a policy term, regarding accessibility, to support this. However, Domestic & General offered another two months' premium (*i.e.* £11.68) for the delay in the spare parts being obtained.

One of our Investigators considered the matter. The Investigator did not think it was reasonable for Domestic & General to interpret the "*accessibility requirement*" in the policy as meaning that the insured is expected to provide a parking space for an engineer; and the fact that the engineer could not find parking outside Mr K's block was not within Mr K's power. The Investigator therefore recommended that Domestic & General pay Mr K the sum of £75 compensation for the delay this caused in repairing Mr K's television. He said this was to include the payments already offered.

Domestic & General does not accept the Investigator's assessment. It asks what its engineer

should have done, given there were no parking spaces near the property. Domestic & General also says that the Investigator's recommendation is penalising it because its engineer couldn't park. It is not unreasonable to expect Mr K to have made provision for a visitor's permit, so the engineer to park in the private parking garage that serves his building.

Domestic & General also says that the Investigator's recommendation sets a precedent that the customer should expect all engineers for all future repairs to be able to carry out any repair, even if they cannot find a suitable parking space. This is not something any of its policies promise; its business process is to require customers to be able to provide parking. It is not for us to dictate how it runs its business; and if I uphold this complaint, it would be forced to cancel Mr K's policies, as it cannot provide cover unless *"the customer is aware and agrees to the fact he'd be required to provide parking"*.

As the Investigator was unable to resolve the dispute, it 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.

My remit is to determine what I consider to be the fair and reasonable outcome to an individual complaint. We do not have a formal system of precedent and each case is determined on its own merits. Domestic & General is right that my power does not extend to making it change its business model or business practices. In accordance with my remit, I have considered the circumstances of this complaint, about the handling of the claim made in December 2023 for repair of Mr K's television.

Mr K's policy says:

"You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our engineer). We will not do any work where these standards are not met."

Domestic & General says this means that Mr K was obliged to provide or arrange a parking space within a reasonable distance from his property. I do not agree that this is a reasonable interpretation. It does not mention parking and it seems to me is more likely applicable to situations where the insured appliance is in an integrated unit, or pipework or wires are not accessible, given it uses the words *"you must arrange any work required to make your product accessible"*. In addition, I've seen no other communication about parking between Mr K and Domestic & General until the cancellation of the 5 January 2024 appointment. I do not therefore consider that the above term means Mr K was under an obligation to ensure a specific parking space for the engineer.

I have seen the engineer's notes which say that there were no acceptable pay and display parking spaces available when he attended on 5 January 2024. Domestic & General says the nearest one was seven minutes walk away. This evidences that there is public parking in the vicinity of Mr K's property, so it is generally accessible. I do not consider it reasonable to expect Mr K to have reserved one of these spaces, even if it were possible (which there is no evidence to suggest it would have been). Domestic & General also says Mr K could have obtained a visitor permit for his building's car park. I have seen no independent evidence to support this was possible either but, even if it were, again I can see no reason why Mr K would have considered this necessary given public parking is available.

It was obviously unlucky there were no spaces for the time the engineer was looking on 5 January 2024 but, in my opinion, this was not the fault of Mr K. It is a fact of modern life that

parking spaces are sometimes difficult to find but there were public parking spaces, which may have become available. And there were apparently spaces available at the time, a short walk away. In addition, I note the second engineer did manage to park in order to carry out the necessary visits, including collecting and returning the television.

Overall, therefore I think the cancellation of the first visit did cause some delay in Mr K's television being repaired. There was also delay caused by the original cancellation of the job and in obtaining the necessary parts. Overall, I therefore consider that some compensation is warranted. Before his television was returned, Mr K asked for a replacement television. As the television has been repaired, I do not think this is warranted. I also do not think that all the premiums for the policy should be returned, as Domestic & General has met the claim by repairing the television. Having considered everything, I agree with the Investigator that the sum of £75 (to include the premium refunds already offered) is reasonable.

My final decision

I uphold this complaint against Domestic & General Insurance Plc and require it to pay Mr K the sum of £75 compensation for the distress and inconvenience caused by its handling of his claim. This is to include the premium refunds already offered, so if Domestic & General Insurance Plc has already refunded those premiums, it only now needs to pay the balance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 8 July 2024.

Harriet McCarthy
Ombudsman