

## **The complaint**

Mr R is unhappy with the way Domestic & General Insurance Plc (“D&G”) dealt with claims on his appliance insurance policy.

## **What happened**

Mr R held an appliance insurance policy to protect his fridge-freezer. This policy was underwritten by D&G

Mr R was having problems with his fridge. In December 2023, he submitted an accidental damage claim to D&G. D&G sent an engineer, who reported that the fridge was working but there were some items blocking the vents. Mr R submitted another accidental damage claim in March 2024 and an engineer appointment was scheduled. On the day of the appointment, Mr R phoned D&G and said that the engineer had attended and had confirmed that the fridge was faulty. He said the engineer had promised that D&G would replace the fridge. D&G’s telephone agents couldn’t confirm this, so a complaint was raised.

Mr R spoke to D&G several times over the following days. He maintained that the engineer had promised that his fridge would be replaced. He told D&G that he suffers from several medical conditions and relies on his fridge to store his medication.

D&G responded to Mr R’s complaint. It said that the fridge was within its one-year manufacturer’s warranty period, and Mr R’s policy doesn’t cover mechanical breakdown during that time. The policy covers accidental damage, but D&G didn’t think this covered the issues Mr R was raising. D&G said Mr R would need to take the issues up with the manufacturer. D&G also said the engineer appointment in March 2024 didn’t go ahead because Mr R had said the fridge was already going to be replaced.

Unhappy with D&G’s response, Mr R referred his complaint to the Financial Ombudsman.

Our investigator looked into what happened. He said D&G’s engineers had checked the fridge and said that it was working correctly. He also thought the issues Mr R was having should have been raised with the manufacturer and not D&G. So, he thought D&G had declined the claims fairly.

Mr R didn’t agree. He said the engineer had said the fridge needed to be replaced, so he must have changed the report. He also said how important the fridge is for him, due to his health, disabilities and religious diet.

Because Mr R didn’t agree, the matter has been passed to me to make a final 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.

I'd like to reassure Mr R that I've carefully read everything he's said – and I've kept in mind how important it is for him to have a working fridge. But, based on the evidence I've seen, I don't think D&G has treated him unfairly. So, I won't be upholding the complaint.

This is likely to be disappointing for Mr R and I'm sorry about that. I've explained my reasons below, and I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

#### Did D&G decline Mr R's claims fairly?

Insurers like D&G have a duty to handle claims promptly and fairly. And they shouldn't unreasonably decline a claim.

Mr R told D&G that his fridge wasn't working. D&G thought Mr R's claims were not covered by his insurance policy. I don't think this was unreasonable. I'll explain why.

Mr R's policy covered the following:

“Breakdown (after the manufacturer's guarantee)

If your appliance suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement appliance.”

“Accidental damage (during and after the manufacturer's guarantee)

Both during and after the end of the manufacturer's parts and labour guarantee period, if your appliance suffers accidental damage (so that the appliance is no longer in good working order), we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement appliance.”

At the time of Mr R's claims, the fridge was within its manufacturer's warranty period. So, the policy only covered accidental damage. It did not cover mechanical or electrical breakdown.

I've reviewed D&G's system notes to understand what Mr R was claiming for. In December 2023, Mr R wrote that the fridge wasn't working because the “temperature is not right”. Then in March 2024 he wrote that “food is going off and medication is not right temperature”.

I've read the engineer's notes from the visit in December 2023. The engineer said the fridge was in working order, but there were some large jars blocking the vents and a plastic bag blocking the condenser. So, I don't think the fridge was broken. I also don't think it had suffered accidental damage.

In April 2024, Mr R told our service that the fridge had completely stopped working. But D&G's system shows that it sent another engineer to look at the fridge at the end of April. The engineer did not find a problem with the fridge. They said:

“Tested fridge and freezer temperature, with multiple temperature, fridge was between 2/4 freezer was 18/21, both working right, no fault on fridge or freezer.”

So, I've seen no evidence from an engineer to confirm that the fridge was faulty or that it had suffered accidental damage. So, I don't think it was unreasonable for D&G to decline Mr R's claims.

#### Did D&G mislead Mr R about replacing the fridge?

Mr R says a D&G engineer visited his home in March 2024. He says they promised the fridge would be replaced. He says the engineer confirmed the fridge was faulty and said he would contact his boss and D&G to arrange the replacement. I've listened to the calls Mr R had with D&G. Mr R gave the same version of events in every call.

D&G doesn't agree. It says a visit was booked for that day, but this didn't go ahead. D&G says this was because Mr R told the engineer that the fridge was already going to be replaced.

The parties will appreciate that I can't say for certain what happened on that day. Where the facts are in dispute – as they are here – I must base my decision on the balance of probabilities. In other words, on what I think is most likely to have happened in light of the evidence.

D&G has provided its booking system notes which show the appointment on that day was cancelled. This differs from the notes of the other visits. For example, for the visit in December, the system shows lots of information like the cost of the visit and the engineer's notes.

D&G has also provided a copy of a call with the company who sent the engineer. I've listened to this. The company told D&G that the engineer did not review the fridge because Mr R had said it was going to be replaced by D&G and the retailer.

During other calls I've listened to, D&G's agents told Mr R that the engineers usually upload a specific document when they find that an appliance needs to be replaced. I've seen no evidence the engineer did so for Mr R's fridge.

There was some confusion in the calls I listened to. For example, one agent accepted what Mr R had said and explained the next steps. They said once they receive the engineer's report, they would send Mr R a code to purchase a new fridge. Other agents said they were waiting for the engineer's report, which we now know was not going to come. I understand this may have been confusing for Mr R. But I think the agents were acting on the information Mr R had given. I don't think they acted unfairly by basing their advice on the information they were being told.

I appreciate Mr R feels strongly that D&G promised to replace his fridge. But I've seen no evidence to support this. The engineer's company said the engineer did not inspect the fridge. The engineer did not upload the usual document to confirm the fridge needed to be replaced. D&G's system doesn't show any engineer's notes for the visit – and shows that the appointment was cancelled.

Further, as I explained above, I've seen no evidence that the fridge was faulty, or that it had suffered accidental damage – which was the only type of loss covered at the time.

With this in mind, I don't think D&G acted unfairly. So, I won't be telling D&G to replace the fridge, or to do anything further.

### **My final decision**

I'm sorry to give Mr R unwelcome news. But, for the reasons I've given, I don't uphold Mr R's complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 October 2024.

Chris Woolaway  
**Ombudsman**