

The complaint

Mr G has complained about the handling of a claim made under his appliance insurance policy with Domestic & General Insurance Plc.

What happened

Mr G contacted D & G on 29 February 2024, as his television set had developed a fault. D & G ordered some parts and originally scheduled a repair appointment for 6 March 2024. This was then put back to 15 March 2024 (*i.e.* on the 16th day after the claim was notified) due to delays in the parts arriving.

The terms of the policy state that if the repair takes longer than 14 days, then the policyholder may request a replacement device. Mr G asked for a replacement in line with the policy terms. However, D & G refused to provide a replacement. It says it had ordered the required parts to repair the television within 14 days of the claim being notified, pending the appointment, and Mr G had cancelled the appointment. It says it is therefore not reasonable to require a replacement and he cannot get a replacement under those circumstances. D & G says the repair should have proceeded.

Mr G complained to D & G and it did not change its stance, so he referred the matter to us.

One of our Investigators looked into the matter. She recommended the complaint be upheld. The Investigator considered the policy terms were clear that the 14 day period runs from the date the policyholder notified D & G of the claim and therefore, as the repair appointment was scheduled for day 16, Mr G was entitled to a replacement television

The Investigator also recommended that D & G should pay Mr G £75 compensation for the trouble caused in incorrectly refusing the claim.

Mr G accepted the outcome although he considers the compensation recommended to be low.

D & G does not accept the Investigator's assessment. It says the policy says that the policyholder can "*request*" a replacement but it does not guarantee a replacement will be provided. D & G says that each claim will be assessed on its own merits, subject to when the repair is booked in for completion. It was not unreasonable for it to refuse Mr G's request for a replacement television in this case, when the repair was booked in within the 14 day period and to take place on day 16. In the interests of the environment, as there was no excessive delay and a repair was booked, it would always repair.

The Investigator was not persuaded to change her opinion, so the matter was 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.

Mr G's policy provides for repair following a breakdown of the appliance after the manufacturer's warranty has expired.

The terms and conditions state that there is a "14 day repair service target" as follows:

"In the event that a repair under the policy takes over 14 days you may request a replacement and we will arrange a replacement or cover the cost of replacing your product in vouchers, in each case subject to these terms and conditions. This will not apply if you turn down a repair visit offered to you within the 14 days or are not at home for an agreed visit. The 14 days will start from when you first contact us to make a claim and are within the UK."

Mr G notified D & G of the claim on 29 February 2024 and D & G offered a repair visit to take place on 15 March 2024. This would have been the 16th day after Mr G notified it of the claim, so clearly more than 14 days after the claim was notified.

While the above term says the policyholder can request a replacement, I do not agree with D & G that this means it has discretion about whether to grant that request or not. I consider the above wording is reasonably interpreted as meaning that it is up to the policyholder whether they want to wait for the repair or get a replacement instead.

There is no reference to this option not being available to the policyholder if an appointment is made or parts are ordered within 14 days of the claim notification but to take place more than 14 days later. And there is no provision in the above term, or elsewhere in the policy as far as I am aware, for any other circumstances where D & G might be entitled to turn down the request for a replacement. I do not therefore agree that the wording of this term essentially gives D & G discretion as to whether to provide a replacement or not.

D & G also says that Mr G cancelled the repair appointment and suggests this invalidates any request for replacement. This does not appear to be correct. When Mr G called to ask for the replacement, he was asked if he wanted to cancel the appointment and he said that was not his decision to make. He also said that if an engineer did attend on 15 March 2024, he would ask them to contact D & G, as he was waiting to hear from it about the replacement. However, even if Mr G did cancel the appointment, I do not think that it changes the position regarding the policy term, as the appointment was to take place more than 14 days after the claim was notified.

D & G also says that the policy is in place to provide repairs and only in the event of the repair not being possible, or a repair is going to take an unacceptable time frame, would it consider invoking the 14 day request. Again, this is not supported by the policy term above. Having considered everything carefully, I am satisfied that the circumstances of this matter fall firmly within the term set out above. D & G did not repair or propose to repair Mr G's television within 14 days and so, whether the television is repairable or not, he is entitled to a replacement television.

I also agree with the Investigator that some additional compensation is warranted for the trouble caused to Mr G by this matter. In my opinion, Mr G should have been provided with a replacement set by mid to late March 2024, so I have to consider the impact of this not being done on Mr G. It seems from the evidence of the claim made that Mr G's television was still working (he reported that there was a problem with the speakers and a USB stuck in one of the ports at the back of the television). He has not told us the television was not working at all or of any other problems with the set. I appreciate this would have been frustrating. Having considered everything presented to me, I agree with the Investigator that £75 is reasonable.

My final decision

I uphold this complaint against Domestic & General Insurance Plc and require it to provide a replacement television to Mr G in line with the remaining terms of the policy; and to pay Mr G £75 compensation for the distress and inconvenience caused by its handling of this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 9 October 2024.

Harriet McCarthy
Ombudsman