

The complaint

Mrs D has complained that Domestic & General Insurance Plc (D & G) mis sold a protection insurance policy to her and arranged for an electrical services engineer to attend to repair her gas hob.

What happened

Mrs D bought a policy with D & G in September 2023 to provide protection cover for her gas hob. In March 2024 Mrs D contacted D & G to arrange for a repair. D & G instructed an engineer that only dealt with electric hobs. So the visit was cancelled.

D & G said they were unable to find a local gas engineer – so it referred Mrs D to a term under her policy which allows her to ‘pay and claim’. In other words, Mrs D can arrange for a gas engineer to attend, pay for repair and then recover the costs from D & G.

Mrs D was unhappy that D & G couldn’t offer the services of a gas engineer. So she cancelled her policies with it. She complained to D & G. She said its policy wasn’t fit for purpose and wanted a full refund. Mrs D said D & G had mis sold the policy to her.

D & G didn’t uphold Mrs D’s complaint that it had mis-sold a policy to her. It said it could provide the services of a gas engineer but on this occasion, it wasn’t possible. As Mrs D had the option to ‘pay and claim’, D & G said she was able to benefit from the cover she was paying for.

D & G refunded the equivalent of two monthly premiums to Mrs D to compensate her for the inconvenience of arranging for an electric hob engineer to attend in error.

Mrs D remained unhappy and asked us to look at her complaint. She didn’t believe D & G provided cover for customers with gas hobs.

Our Investigator thought D & G had acted reasonably and done enough to resolve the complaint. D & G provided the Investigator with a list of gas engineers it uses – along with a list of customers who had successfully claimed for repairs to their gas hobs through D & G. It also provided evidence that Mrs D has previously claimed under the protection policy for a gas hob.

Mrs D didn’t agree and wants an ombudsman to decide.

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.

When considering if a policy has been mis-sold, I’ve looked at whether Mrs D was able to benefit from using the policy, and if on balance Mrs D would have made a different decision by buying an alternative policy elsewhere.

From the information D & G has provided, it seems that at the point of sale it was able to provide the benefit of a local gas engineer. But at the time when Mrs D made a claim, there wasn’t a local gas engineer available. However, D & G has the option of ‘pay and claim’ under the policy, which covers these circumstances. This means that Mrs D still benefits from cover under the policy – as subject to proof of payment, D & G offers full

reimbursement. This isn't something Mrs D would be able to do without the policy. And it is an option D & G says is open to Mrs D in respect of this claim.

I'm satisfied from the reasonable information available that D & G is able to offer the benefit of the policy, but I accept that at the time when Mrs D made her claim, D & G wasn't able to offer the service of a gas engineer.

D & G has provided a refund equivalent to two monthly premiums to compensate Mrs D for the inconvenience caused by arranging for an electric engineer to attend rather than a gas engineer. And overall I find that Mrs D was in a position to benefit from the policy, albeit under the 'pay and claim' term.

So while I understand Mrs D's strength of feeling, I won't be upholding her complaint. I don't think D & G mis-sold a policy to her. On balance, I don't think that Mrs D would have been in a different situation, had she been able to buy alternative cover elsewhere. So I think D & G has done enough to resolve her complaint.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 25 December 2024.

Geraldine Newbold
Ombudsman