

The complaint

Ms W complains about the service she received from Domestic & General Insurance Plc (DGI) after her dishwasher broke.

What happened

Ms W holds a number of protection policies with DGI for various household appliances. The policy that is relevant to this complaint relates to a dishwasher.

Ms W's dishwasher was initially insured with DGI from August 2022 until 12 April 2023, when the policy was cancelled. A new policy relating to this appliance was taken out by Ms W on 27 November 2023. The policy covers Ms W's appliance for accidental damage and breakdown.

On 28 May 2024, Ms W contacted DGI to report a fault with her dishwasher. She'd noticed it was leaking from underneath. DGI referred the fault to a company which I'll refer to here as "W" and an appointment was arranged for one of W's engineers to visit Ms W's home to assess and remedy the fault that was causing water to escape from the appliance.

The visit from W's engineer was scheduled to take place on 4 June 2024, which was a date that was convenient to Ms W. She said she took time off work so that she was home that afternoon. She was informed that the engineer would attend from between 12 and 6 pm.

While waiting at home for the engineer to arrive, Ms W said she received a call from W at around 4 pm confirming that the visit would have to be cancelled as the engineer was unable to attend. Ms W contacted DGI to query why the engineer was unable to attend as planned and to raise a complaint. However, she stated that she found the initial customer services operative unhelpful. She was able to speak with another operative who raised a complaint on her behalf and confirmed why the appointment hadn't been able to take place.

During Ms W's discussions with DGI on 4 June 2024, she was offered an alternative appointment with an engineer from W on 11 June 2024. DGI also contacted an alternative repair company, while Ms W was on the telephone, to see if it could provide an earlier appointment. This company confirmed to DGI that it was able to dispatch an engineer to Ms W on 5 June 2024. So, Ms W was offered this appointment too.

Ms W declined the appointment on 5 June 2024. So, the appointment was confirmed for 11 June. DGI offered to reimburse her the cost of two months of policy premiums to recognise the trouble and upset she'd been caused by the aborted visit.

Following this contact with DGI Ms W received a final response letter, which was dated 4 June 2024. However, Ms W was unhappy with DGI's proposed resolution to her complaint, so she referred it to our service. She wanted the compensation to be increased to reflect the time she'd had to take off work for another engineer visit.

Our investigator looked into Ms W's complaint and empathised with her. But, after assessing the information provided, our investigator was persuaded the compensation offered was fair

and reasonable in the overall circumstances. So, they didn't think DGI needed to take any further action to resolve this complaint. But Ms W disagreed with our investigator's view of this complaint and asked for it to be referred to an ombudsman.

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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Ms W and DGI for the level of detail contained within their submissions. I've read and considered all the information provided. If I haven't specifically referred to a point that Ms W or DGI have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

I'm sorry to hear about the difficulties Ms W experienced here. I know she feels very strongly about this matter. And I appreciate the reasons she's brought her complaint to our service. But, while I sympathise with Ms W, the issue that I must determine is whether DGI made a mistake, or treated her unfairly, such that it needs to now put things right.

I'll explain at the outset that I'm persuaded the offer DGI made to resolve this complaint is fair and reasonable. I'm not departing from the reasons our investigator shared with Ms W and DGI in their view of this complaint. I'll explain why.

Ms W has raised additional concerns with our service following our investigator's view of this complaint. She said that there were multiple visits from engineers before the dishwasher was repaired. She also stated that she had to purchase parts required to repair the dishwasher and hasn't been reimbursed for the cost of those items.

I'm not seeking to undermine the above concerns but they post date the complaint Ms W raised with DGI because they took place after the events of 4 June 2024. As our investigator has correctly pointed out to Ms W, her new concerns post date the final response letter DGI provided. I can see they've referred Ms W back to DGI so that it's able to investigate and respond to the concerns she's raised that fall outside the remit of the final response letter. This was sensible guidance and I'd encourage Ms W to raise these issues with DGI if she wishes to pursue them. For this reason, my final decision won't comment on those matters.

As I mentioned in the background to this complaint, an engineer was booked to visit Ms W's home on 4 June 2024 to assess and repair her dishwasher. This visit was due to take place between 12 and 6 pm that day. But it wasn't until around 4 pm that Ms W was informed that the visit would be cancelled. DGI has confirmed that the visit couldn't take place because the engineer allocated to Ms W's repair unexpectedly became unwell during visits earlier that day. As a result, they had to leave work, which meant that all outstanding visits that day had to be cancelled.

I recognise Ms W's frustration with what happened. As a result of the appointment on 4 June 2024 not proceeding, she was inconvenienced by having to take additional time off work and the repair of her dishwasher was delayed.

I can understand why Ms W was unhappy with what happened. But I'm not persuaded it was possible to inform Ms W that the appointment would have to be cancelled sooner. I say this because an engineer becoming unwell on the day of the visit was an unforeseen and exceptional set of circumstances. And, based on the evidence I've seen, I'm satisfied Ms W was notified at the earliest opportunity that her appointment would have to be cancelled.

I've carefully considered the action taken by DGI once it was aware the engineer was unable to attend Ms W's home on 4 June 2024. I'm satisfied, having listened to the call Ms W made on 4 June 2024 to register a complaint, that the customer service operative she spoke with was empathetic and keen to assist Ms W in rearranging her appointment with the engineer.

I can see that Ms W was offered an alternative appointment on 11 June. In addition, DGI contacted an alternative repair company, while Ms W was on the telephone, to see if an earlier appointment could be offered to minimise her inconvenience. She was offered a sooner appointment of 5 June – the day after the initial visit was due to take place. However, as this wasn't suitable to Ms W, she declined this appointment.

I can see that when rescheduling the engineer's visit, Ms W requested a weekend appointment to mitigate the need to take time off work. However, the policy terms outline clearly that repairs will only taken place during weekdays. So, I'm not persuaded DGI erred in not offering Ms W a weekend appointment with an engineer.

Based on the evidence I've seen, while I recognise that Ms W had to arrange to take additional time off work and had the repair of her dishwasher delayed, I'm satisfied that the appointment that was booked in for 11 June was the earliest replacement appointment available that was suitable to Ms W. It's difficult to identify any further action that DGI could have taken to minimise Ms W's inconvenience and ensure that her dishwasher was repaired in a timely manner.

DGI has confirmed that the repair to Ms W's dishwasher was successfully completed on 11 June 2024. She was therefore without a functioning dishwasher for five days longer as a result of the appointment on 4 June being cancelled. It follows that I'm satisfied her inconvenience in not being able to use her dishwasher was kept to a minimum by DGI.

I recognise that Ms W says she was financially impacted as a result of having to take additional time off work for the rescheduled engineer visit. However, as I've already indicated this was due to unforeseen circumstances because the engineer was unexpectedly unwell on the date of the planned visit. This was beyond the control of both W and DGI.

Ms W believes she should be compensated for what happened and for the trouble and upset she was caused overall. We're all inconvenienced at times in our day-to-day lives – and a certain level of frustration and minor annoyance is unwelcome, but to be expected. It's the impact of the errors made over and above that which we consider to determine if an award of compensation is merited, and if so, how much.

We aren't here to punish businesses. And when our service considers an award of compensation, we look at the impact of a business' mistake on the consumer and consider what actually happened. Put simply, we can't award compensation based on hypothetical and speculative situations.

Here, DGI offered to reimburse Ms W two months of premium payments, the sum of just over £16, to recognise her distress and inconvenience. Having considered that the appointment didn't proceed as a result of an unanticipated event, the speed at which DGI resolved this matter, the minimal time Ms W was kept waiting for a new visit and the fact that her dishwasher was repaired on 11 June 2024, I'm not persuaded that the circumstances of the complaint warrant an additional distress and inconvenience payment.

While Ms W may disagree with me, I'm satisfied the offer DGI made here fairly recognises the impact his complaint would have had on her. I agree with our investigator's comments that the offer DGI made here to resolve Ms W's complaint is a fair, reasonable and

proportionate reflection of the circumstances. It's also broadly in line with what our service would expect to see in similar circumstances.

I appreciate that Ms W feels very strongly about the issues raised in this complaint and I've carefully considered everything she's said. But I think DGI has done all it can to resolve this dispute. So, I'm not going to ask it to do anymore here. If Ms W wishes to accept DGI's offer, she should contact it directly to do so. This now brings to an end what we, in trying to resolve Ms W's dispute with DGI, can do for her.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 2 January 2025.

Julie Mitchell
Ombudsman