

## **The complaint**

Mrs G is unhappy with the service provided by Domestic & General Insurance Plc ("D&G") after she claimed under her appliance protection policy.

Any reference to D&G's actions include those of its agents.

## **What happened**

The background to this complaint is known to both parties, so I've summarised what I think are the key events.

Mrs G had a protection policy for her tumble dryer. In February 2024, her dryer was written off. In early April, Mrs G's husband provided D&G with their choice of replacement dryer, which D&G supplied in line with the terms of the policy. At the end of the month, Mrs G reported that the replacement dryer had an unsafe handle, so D&G replaced the dryer again at Mrs G's request.

Mrs G explained that the next dryer ruined her linen, with lots of fluff gathering in the filter. D&G agreed to uplift the dryer and replace it. When the replacement arrived it was apparent it wouldn't fit, so D&G took the dryer away, leaving the existing one in place. Mrs G specified the replacement dryer she wanted, and D&G's supplier arranged uplift of the one still in place.

Mrs G cancelled the appointment due to personal reasons and another date was arranged. Mrs G then cancelled the rescheduled appointment, again due to personal reasons. When D&G contacted its supplier to make further arrangements, it said Mrs G hadn't been in touch to make a further appointment. Due to the costs incurred for the failed uplift attempts, D&G's supplier said it wouldn't make any further replacement attempts.

Mrs G complained to D&G. She said she cancelled the appointments due to unavoidable personal reasons and she wanted it to honour its agreement to replace the faulty dryer. In its final response, D&G said that given the time that had passed since the dryer was delivered to Mrs G, and the costs it had already incurred for failed appointments, it was no longer prepared to collect and replace the dryer.

Unhappy with its response, Mrs G brought her complaint to us.

To begin with, one of our investigators thought D&G should arrange an inspection of the dryer to identify any fault. He also said D&G should compensate Mrs G £100 in acknowledgement of the trouble and upset she experienced. However, D&G pointed out that the dryer was still under the manufacturer's warranty and any work it carried out may invalidate that warranty. Our investigator agreed, but he remained of the view that £100 compensation was warranted.

D&G agreed, but Mrs G said all she wanted was for her dryer to be replaced. Because she didn't agree with our investigator's view, the complaint was passed to me 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.

Having done so, I've decided to uphold Mrs G's complaint for broadly the same reasons as our investigator. However, I'm satisfied that the compensation already proposed, rather than a replacement, is a reasonable outcome. I'll explain.

The relevant regulator's rules say that insurers must handle claims promptly and fairly, so I've looked at how D&G responded to Mrs G's claim in deciding whether it treated her fairly and reasonably in the circumstances.

To begin with, I should point out that the description of events and the dates on which they took place are reported in the evidence inconsistently. Our investigator had tried, unsuccessfully, to determine a clear timeline with both Mrs G and D&G. Looking at the evidence, I don't think the order of some events or the specific date on which they happened is fundamental to my decision, so there seems little benefit in delaying a decision at this point to try to obtain clarity of the timeline. Both parties agree that the events occurred, and I'm satisfied that's enough for me to reach a fair decision.

As I understand it, Mrs G's complaint is that D&G failed to replace her dryer again after she reported a fault with the latest replacement. She said all she wants is for D&G to replace it as it agreed to do.

D&G's position is that it tried to replace the dryer but Mrs G cancelled appointments for the uplift of the one in place. Since then, the dryer had been used for several months and its supplier refused to incur the cost of arranging another appointment for the uplift.

I've listened to a call recording within the evidence which indicates that Mrs G cancelled two appointments for the dryer uplift. One was arranged for 9 May, which she cancelled on 8 May. A new appointment was arranged for 15 May which Mrs G asked to move forward to 14 May, and then cancelled on the day.

D&G's account notes show that it emailed Mrs G at the beginning of June to ask whether she still wanted the dryer collected but there was no contact from her until she raised her complaint in August.

I've looked at the reasons Mrs G gave for not being available for the appointments. It's clear she was experiencing a difficult time and I can understand why she couldn't always be available for the dryer uplift and/or delivery. However, the evidence doesn't persuade me that D&G contributed to the missed appointments or caused any avoidable delay. I can see it sought a response from Mrs G about whether she still wanted the dryer replaced, but I think it was reasonable to stop contacting her after several months.

By this time, the dryer had been available to Mrs G to use for some months. Although her claim that it was faulty had not been questioned, nor had it been confirmed. Yet D&G had agreed to replace it. Therefore, after unsuccessful attempts to uplift the dryer for a further replacement, I agree that D&G's liability for any problems with the replacement of the dryer had ended in respect of the policy cover.

D&G explained that it couldn't arrange a repair at this stage because it may invalidate the manufacturer's warranty. The policy sets out the detail of the contract between Mrs G and D&G. Having looked at the wording, I see that the policy doesn't provide cover for repairs to appliances that are still within the manufacturer's warranty period. So, I think D&G's

response was fair and I'm satisfied that its recommendation to Mrs G that she claim under the warranty is fair and reasonable.

### Compensation

Our investigator thought £100 compensation was warranted due to the trouble and upset Mrs G experienced throughout this matter. D&G accepted the recommendation, but Mrs G said she wanted the replacement dryer, not compensation.

As I've explained above, I'm satisfied that D&G provided a replacement in line with the policy and it had no further liability. However, Mrs G's evidence persuades me that she experienced some avoidable distress and inconvenience in the earlier stages of the claim. For that reason, I'll instruct D&G to pay the £100 compensation it has already agreed to. To be clear, should Mrs G not want the compensation, she does not have to accept it.

### **My final decision**

For the reasons I've given, my final decision is that I uphold Mrs G's complaint and Domestic & General Insurance Plc must:

- pay £100 compensation to Mrs G for the trouble and upset she experienced.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 4 February 2025.

Debra Vaughan  
**Ombudsman**