

The complaint

Mr G has complained about the service provided by Domestic & General Plc ('D&G') under his home appliance insurance policy.

What happened

Mr G's fridge-freezer unfortunately stopped working in mid-November 2024, and he notified D&G as the insurer of the appliance. He also advised D&G of serious health issues within the family which meant that a fridge-freezer was a necessity. He also advised that a lot of food was wasted due to the incident and the family had needed to rely on takeaways.

D&G sent out an engineer, but the engineer didn't fix the fridge-freezer at this visit, although it needed it to be fixed as soon as possible due to the family's medical needs. Mr G considered that he should be reimbursed for lost food and the cost of takeaways. In addition, Mr G was seeking general compensation and a letter of apology.

Following complaint by Mr G, D&G offered compensation to him in the total sum of £157.50. Mr G wasn't satisfied that this adequately compensated him and his family for the loss, distress and inconvenience caused. In the circumstances, Mr G referred his complaint to this service. The relevant investigator didn't uphold Mr G's complaint. She considered that D&G's award for compensation was within the expected range for a delay of this length. She therefore didn't ask D&G to pay further compensation or to contribute towards the cost of the lost food or takeaways, as this wasn't something the plan covered.

Mr G remains unhappy with the outcome of his complaint. The matter has therefore been referred to myself to make a final decision in my role as 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.

The key issue for me to determine is whether the compensation paid by D&G was fair and reasonable, bearing in mind that it had acknowledged its service failures. I consider that D&G generally acted in a fair and reasonable manner, and I don't require it to do anything else. I explain the reasons for my decision below.

In considering this matter, I've also considered the parties' submissions as summarised below. I turn firstly to Mr G's submissions. He said that the problem had been reported in November 2024 as the fridge-freezer had defrosted and the fridge was faulty. He'd explained the family's health issues to D&G several times.

Mr G said that the first engineer sent by D&G only spent up to 10 minutes at his home and said that the fridge-freezer couldn't be fixed until early December 2024. Mr G said he needed it to be fixed as soon as possible due to the family's medical needs. He considered that he should be reimbursed for the food which had been lost (worth £300 to £400) and also for the cost of takeaways (approximately £120). In addition, Mr G was seeking additional

compensation as he felt that D&G hadn't demonstrated care regarding the family's health needs. Finally, he wanted a letter of apology as D&G's engineers couldn't explain the delay.

Mr G said that D&G had subsequently advised him that it would be better to scrap the fridge-freezer and get a new one. He was then told that D&G would send a web-link to get a fridge, but this wasn't like-for-like, and the link hadn't been provided so the family had been without a fridge for 90 days. In view of the family's health needs, he felt that the compensation response was simply not good enough.

I now turn to D&G's submissions regarding this matter. It confirmed that under his plan, Mr G was covered for all parts, labour, and call out charges for breakdown, accidental damage, and new for old replacement of his fridge-freezer. It noted that Mr G's direct debit was cancelled when the fridge freezer was ultimately replaced.

In a final response letter towards the end of November 2024, D&G recognised that parts required for a scheduled engineer's visit hadn't been ordered. It also recognised the inconvenience caused to Mr G and his family and that it was essential that they had an appliance that was functional and reliable. It acknowledged that relevant parts hadn't been ordered prior to a second scheduled visit. It recognised the oversight, apologised and offered compensation of £49.50 for the time during which Mr G couldn't use the appliance. It then confirmed that the repair agent had ordered the necessary parts.

Confusingly, in a second letter of the same date, D&G explained that the repair to Mr G's fridge-freezer had been delayed because the parts needed to complete the repair were out of stock. It noted that Mr G and his family had been without a working fridge freezer for around two weeks but added that *'The good news is that the part our engineer needs is now in stock.'* The repair visit was then booked in for early December 2024. D&G apologised that it hadn't completed the repair within an acceptable timeframe and as a gesture of goodwill for the time spent without a working appliance, it offered £108 in compensation to Mr G.

D&G subsequently explained the reason for the issue of two letters and said that it had raised two complaints at the same time in error. It agreed to further act if the repair was unsuccessful. It accepted that this unfortunately proved to be the case as the fridge-freezer still wasn't working after the visit of its second engineer. The fridge-freezer was then written off. D&G said that Mr G then ordered a replacement fridge-freezer and that this was received by mid-December 2024. D&G considered that it wasn't unreasonable to allow repair agents the opportunity to order parts where a repair plan existed. It also stated that neither unavoidable food loss nor the cost of takeaways was covered by the relevant plan.

In conclusion, D&G said that it had acted fairly and reasonably regarding the compensation it had offered and with regard to agreeing to replace the appliance rather than send out a third engineer. It considered that the claim had taken 18 days from the outset to the second engineer visit taking place.

I now turn to the reasons for my decision that D&G is not required to do anything else in relation to Mr G's complaint. Unfortunately for Mr G, this service will not usually expect an insurer to provide an instant response when a customer reports a fault with their appliance. It will however require the insurer to act with reasonable speed and diligence, bearing in mind any family health issues. The relevant insurance policy expects D&G to explore repair options following inspection by an engineer. This means that, in the case of a fridge-freezer fault, we wouldn't expect the insurer to have to pay for replacement of food lost due to it thawing out, as it's unfortunately inevitable that this will happen over a relatively short period. Therefore such loss is normally excluded under such appliance policies, as in this case.

I'm satisfied that the original appointment took place within a reasonable timescale. However, D&G has accepted that its agent hadn't ordered replacement parts as quickly and efficiently as it should have done so and therefore a second visit took longer than it should have. I consider that there were also communication failures in this respect.

D&G then issued two final response letters, both offering different amounts of compensation regarding the same service failures and delays. I consider that this will have led to inevitable confusion. In the event D&G have accepted that both amounts should still be offered to Mr G and so he has received £157.50 in total. I consider that this is a fair and reasonable amount of compensation for the acknowledged delays and inconvenience caused by D&G up until the date of the second visit.

The compensation figure is the level of compensation which this service would expect to see under its published guidelines for the type and length of service failure here. I appreciate that any delay whatsoever will have been inconvenient for Mr G and his family, and will have caused stress, particularly as there were significant family health issues of which D&G had been aware from the outset. However, I'm satisfied that the compensation offered by D&G is a fair and reasonable response to the acknowledged service failures in this case.

In conclusion, it's unfortunate that the repair couldn't ultimately be completed. If Mr G wishes to complain about any subsequent period of inconvenience and circumstances in relation to non-completion of the repair, or the order of a replacement appliance, then that would need to be the subject of a separate complaint. D&G would then need to be given the opportunity to provide a final response before any further referral was made to this service.

My final decision

For the reasons given above, I don't uphold Mr G's complaint and, provided that Domestic & General Plc has already paid Mr G compensation of £157.50, I don't require it to do any more in response to Mr G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 February 2025.

Claire Jones
Ombudsman