

## **The complaint**

Mrs B complains about how Domestic & General Insurance Plc (DGI) dealt with and settled her claim after she reported a fault with her television. She says it broke her television and won't repair or replace it.

## **What happened**

On 1 November 2022 she incepted an appliance protection policy with DGI to cover a recently purchased television. This policy renewed on 1 November 2023 and Mrs B paid a monthly premium of £10.49 to cover her television against mechanical or electrical breakdowns, parts and labour and accidental damage.

On 31 July 2024, Mrs B said her television stopped turning on. So, she contacted DGI to make a claim for a repair under her policy. An engineer was instructed to attend Mrs B's home to assess the fault that was causing her television to stop working and undertake a repair. The engineer visited Mrs B's property on 1 August 2024. DGI said the engineer couldn't repair the television during this visit and ordered a replacement part.

On 14 August 2024, another engineer visited Mrs B's home to fit the replacement part. But this didn't resolve the issue and the television still didn't work. So, the engineer took the television away for repair and returned it to Mrs B later the same day.

DGI said the television was returned to Mrs B in working condition, which she accepts. But she said the clips on the back and frame of the television hadn't been properly secured. She said her television came apart after it was delivered back to her. She said this compromised the structural integrity of the frame and meant she was unable to move the television. She also said there was a crack in the corner of the frame which hadn't been there previously.

Mrs B contacted DGI on 15 August 2024 to report the damage to her television and raise a complaint about what had happened. She asked it to either repair her television or replace it. But when DGI responded to Mrs B's complaint it didn't uphold it. It denied causing damage to Mrs B's television while it was being repaired and said it hadn't done anything wrong.

Being dissatisfied with how DGI had resolved her complaint, Mrs B referred it to our service. Our investigator assessed the evidence provided and empathised with Mrs B and recommended upholding her complaint. They were persuaded that, in not properly securing the frame of the television, this had caused the problems Mrs B reported. And they thought it would be fair and reasonable for DGI to repair the television frame.

Mrs B was happy that our investigator had upheld her complaint, but DGI didn't respond to our investigator's view of this complaint. So, I've been asked to decide this complaint.

## **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've read and considered all the information provided by Mrs B and DGI, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I'm sorry to hear about the difficulties Mrs B experienced here. I know she feels very strongly about this matter and I appreciate the reasons she brought her complaint to our service. While I sympathise with her, 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. Having thought carefully about everything she and DGI have said, I've reached the same conclusions as those of our investigator. I'll explain why.

I'm satisfied that when Mrs B reported the fault with her television DGI promptly recognised that the issue was covered by her policy. As I mentioned in the background to this complaint, DGI instructed an engineer to attend Mrs B's property, initially to attempt a repair of the fault, on the day the issue was reported. This engineer visited Mrs B's home the following day. I'm satisfied that prompt assistance was provided to Mrs B after she reported the fault, which indicates good practice on the part of DGI.

I'm persuaded that the engineer attending Mrs B's home on 1 August 2024 promptly diagnosed the issue that was causing the fault with the television. They thought the main board and infra-red sensor had an issue with the remote-control function. They informed DGI that when, Mrs B had been cleaning the appliance, cleaning fluid had penetrated the frontal sensor. So, the remote-control function had damaged the main board. Mrs B hasn't presented any evidence to refute the cause of the fault. So, I accept what DGI says here.

Having diagnosed the fault affecting the television, I'm satisfied it was appropriate for the engineer to order a replacement part initially. I recognised that there was a delay of just under two weeks in the engineer returning. But they had to wait for the replacement part to be received. And it wasn't foreseeable that this part wouldn't remedy the fault.

I'm persuaded that, once it was realised that installing the replacement part hadn't repaired the television, DGI promptly escalated Mrs B's claim by authorising its appointed engineers to take away her television for a repair. I'm satisfied, overall, that DGI provided assistance under the policy in a timely and proactive manner.

I'm pleased to see that DGI repaired the fault with Mrs B's television. She doesn't dispute that her television now works. But she contends that DGI's appointed engineers returned her television in a damaged condition. She asserts that the back of the television wasn't properly attached and there was a crack in the corner of the frame. Mrs B has provided photographs which clearly depict these issues.

DGI refutes what Mrs B says here. It states that the engineer that returned Mrs B's television to her on 14 August 2024 confirmed that it was fully working with no damage. And it says two senior managers attended Mrs B's home after damage was reported to inspect her television and found it in good working order with no fault.

I can see that our investigator requested evidence of notes, videos or photographs that may have been taken during this inspection. DGI has provided one photograph to our service, which is a close up of the back of the television. It doesn't show the frame that Mrs B says was damaged and it isn't possible to see from this image whether the back was properly secured to the frame or the condition in which the television was returned to Mrs B.

The photographs that Mrs B has shared with our service clearly show that the television frame hasn't been securely fitted. I'm not persuaded this would have been how her television was returned to her by the engineers that repaired her television. I say this because I'm satisfied Mrs B would have rejected her television had it been returned in this state. I'm persuaded this would also apply had the television been returned to Mrs B with a crack to the frame corner.

The available evidence demonstrates that the engineers didn't secure the clips on the back of the television and its frame after undertaking a repair. And it's feasible and probable in such circumstances that, after the television was returned to Mrs B, the frame came apart and became detached – particularly if the television was moved or repositioned. It's less clear whether this would have caused the crack to the corner. However, to resolve this complaint, our investigator recommended that DGI repair the frame under Mrs B's policy. This would remedy all the damage to the frame including the issue with the cracked corner. I'm satisfied this is fair and reasonable in the overall circumstances.

I understand that Mrs B has lost confidence in DGI and doesn't want it to be involved in any further repairs to her television. But under her policy with DGI, it's able to appoint its own agents to undertake repairs because it will have preferential rates at which work is charged. So, this is something Mrs B would need to discuss with DGI directly.

Our investigator recommended that DGI waive any excess under the policy if one applies. I'm satisfied this is reasonable given the circumstances of what happened here.

I can see that Mrs B asked our service to direct DGI to refund the premiums she paid. Our investigator explained the reasons why they weren't minded to do this and I agree. I say this because Mrs B had the benefit of cover under the policy from November 2022 and DGI provided assistance to her in repairing the fault she reported on 31 July 2024. I'm satisfied, overall, that reimbursing the premiums Mrs B paid wouldn't be reasonable or result in a fair outcome to this complaint.

### **Putting things right**

For the reasons set out above I'm upholding this complaint. DGI should repair the television frame. But it need take no further action to resolve this complaint.

### **My final decision**

My final decision is that I uphold this complaint. Domestic & General Insurance Plc should repair Mrs B's television frame. But it need take no further action to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 25 February 2025.

Julie Mitchell  
**Ombudsman**