

The complaint

Mr H has complained about Domestic & General Insurance Plc (D&G). He isn't happy about the way it dealt with a claim under his household appliance insurance policy.

What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows –

Mr H made a claim under his household appliance insurance policy after he had problems with his dishwasher. The claim was drawn out and Mr H had to deal with leaks, delay, and poor service while the claim was ongoing.

D&G eventually decided that Mr H's dishwasher was beyond repair and arranged a replacement and offered £50 by way of compensation. But Mr H didn't feel that this compensated him sufficiently and wanted the damage caused to the dishwasher housing and surrounding kitchen units covered as well so he complained to this Service.

Our Investigator looked into things and upheld the complaint. She thought D&G should pay Mr H £350 (total) in compensation and that it should consider the damage caused to Mr H's kitchen.

Both sides agreed to the position outlined but the matter has been delayed while D&G looked into the information provided by Mr H about the damage caused. And as this has dragged on Mr H asked for a final decision, so the matter has been passed to me for review.

What I've provisionally 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.

As it is agreed by both sides that Mr H faced a lot of stress, inconvenience, worry, delay, and additional problems, such as leaks after attempted repairs to his dishwasher and that £350 compensation for this feels fair I don't propose to go over this again. Although I am minded to increase the compensation slightly as Mr H has had to live with his kitchen in a poor condition as D&G haven't finalised his claim and have further delayed matters.

The difficulty in finalising this complaint stems from D&G not considering the costs to repair the outstanding damage caused to Mr H's dishwasher housing and the surrounding area. It has agreed that it should make good the damage caused by the ongoing leaks and attempted repairs it undertook in relation to Mr H's dishwasher. It asked Mr H to get an estimate in order to undertake these repairs but it hasn't acted upon the information Mr H provided for a considerable period of time.

This has left Mr H having to live with the damage to his kitchen for a prolonged period and it is very likely that the estimate he previously gained has gone up given the passage of time and costs increasing generally. I can understand why Mr H has got fed up waiting and asked for a final decision given the lack of communication and action by D&G. Given this continued delay I feel that he should be further compensated for having to continue to live with the

kitchen still being unrepaired when D&G have agreed it should take action. So, I think D&G should pay a further £50 compensation here (£400 in total).

Plus, I think D&G has had more than sufficient time to finalise Mr H's complaint and consider the further damage caused by its failure to repair or replace Mr H's dishwasher in a timely manner. So, I'll ask Mr H to gain a further quotation, in line with the first, and D&G should pay Mr H this amount unless Mr H is happy with the quotation he has already gained then D&G should simply pay this. I say this as I'm satisfied from the photographs of the damage Mr H's kitchen sustained that the continued leak and delayed repair clearly caused the additional unit damage and the quotation Mr H gained seems reasonable. And D&G have had plenty of time to both consider the detail Mr H provided and to have acted on it.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case, is for D&G to pay Mr H £400 (total) compensation. And to pay Mr H's present invoice or revised invoice if the cost of repair has risen given the delay by D&G in considering his evidence.

Replies

Mr H replied to say he fully agreed with the provisional decision and said he was thankful for the reasoned outcome.

Mr H also confirmed he had spoken to his kitchen contractor who had confirmed that the original quotation would be honoured so he was happy to accept payment of the present estimate. He went on to say he hoped D&G would pay the claim and compensation now so he could put the damage right and move on.

D&G responded to say that it didn't receive all of the information after Mr H complained to this Service, including the quotation and evidence in relation to the damage caused for its consideration. But it appeared to accept the general position outlined in the provisional decision other than highlighting that it didn't feel it was entirely responsible for the additional delays here.

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, including the additional representations made by both sides, I maintain that this complaint should be upheld.

As both sides appear to accept the general position outlined I don't propose to go over things again here.

Given all of this, I remain of the view that the fair and reasonable thing to do, in the particular circumstances of this case, is for D&G to pay Mr H £400 (total) compensation. And to pay Mr H's present invoice for the damage D&G's agent caused to his kitchen.

My final decision

It follows, for the reasons given above, that I uphold this complaint.

I require Domestic & General Insurance Plc (D&G) to pay Mr H's quotation for the repairs to his kitchen and £400 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or

Colin Keegan
Ombudsman