

The complaint

Mr G complains about Domestic & General Insurance Plc's handling of a claim under his appliance insurance policy.

Domestic & General Insurance Plc (D&G) has been represented on the claim by its agents, including the repairer. For simplicity, at points, I've referred to the actions of D&G's agents as being its own.

What happened

Mr G had an appliance insurance policy with D&G that covered his washing machine. In October 2023, he made a claim and D&G attended and carried out a repair.

In January 2024, Mr G reported another fault with the washing machine. D&G says it tried to attend Mr G's property on two dates in January 2024 following this, but Mr G wasn't present. Mr G says he was present, but D&G attended at the wrong address.

In February 2024, D&G offered Mr G a replacement washing machine.

Mr G complained to D&G about the missed appointments, damage to his property when the replacement washing machine was delivered and the refusal of D&G's agent to remove their shoes (or cover them) when they attended his property on a rainy day.

D&G issued a number of complaint responses between January and June 2024. It said it attended Mr G's property twice in January 2024 but Mr G wasn't present. Prior to offering a replacement, it also offered Mr G the option to arrange repairs using his own engineer, which D&G would pay for. D&G said it was dangerous for its agent to conduct repairs without protective shoes on and that Mr G should raise his concerns about damage with the supplier that delivered his replacement. D&G paid Mr G £72.50 compensation.

Mr G remained unhappy so he referred his complaint to the Financial Ombudsman Service. He said D&G hadn't attended his property since October 2023 and he was at home on the dates D&G claims to have attended. He said he had been given vouchers as an apology because D&G attended at the wrong address. He maintained damage had been caused to his floor and door-stopper when D&G attended. He wanted further compensation for the missed appointments.

The Investigator didn't uphold the complaint. They said the information showed D&G attended Mr G's property in January 2024, but he was not home. They said D&G acted fairly in providing a replacement and its agent didn't do anything wrong in refusing to take off their shoes. Overall, they said D&G acted fairly in how it resolved Mr G's complaints.

Mr G didn't agree. He said he was entitled to the replacement under the policy terms and this didn't amount to compensation. He denied being offered the option to arrange his own repair and he maintained D&G didn't attend his address in January 2024. He maintained it attended the wrong address and he was given £30 in vouchers (3 x £10) in recognition of this error.

Because the complaint couldn't be resolved, it's been passed to me to decide.

I issued a provisional decision, not upholding the complaint and I said the following:

"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.

Mr G has provided a lot of information in support of his complaint. I assure Mr G that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

In December 2023, D&G answered another complaint about damage caused to Mr G's floor because of the initial fault and leak with his washing machine, and the time taken to arrange the first repair appointment. We've explained to Mr G this complaint is outside our jurisdiction as it was not referred in time. I won't be considering that complaint under this decision.

Mr G also mentioned issues with his fridge and appointments to repair or replace this item – this decision will focus only on his claims for the cover of his washing machine under his appliance insurance with D&G.

Issues between October 2023 and January 2024

Mr G says D&G didn't attend after October 2023. D&G's notes also show it didn't attend Mr G's property for a repair after the initial repair on 14 October 2023.

But I've not seen evidence Mr G raised concerns with D&G that the repair of 14 October 2023 had failed, or that the washing machine was not working, until mid-January 2024, following which the repair appointments of January 2024 were booked.

So on balance, I'm not persuaded D&G did anything wrong between 14 October 2023, and when Mr G reported issues with the washing machine again in mid-January 2024. So I don't consider D&G responsible for the impact on Mr G, of being without a functioning washing machine during that time.

Appointments in January 2024

Mr G says an appointment was booked for 15 January 2024, but he's unable to provide evidence to demonstrate this. D&G has said the only appointments that were scheduled were for 22 January 2024 and 29 January 2024. This is supported by its internal system information, which I've been able to review. So I'm not persuaded there was an appointment scheduled for 15 January 2024, that D&G missed.

As for the appointments on 22 January 2024 and 29 January 2024, D&G said it attended on these dates but Mr G was not present. Mr G says D&G attended the wrong address on these dates, and he provided details of the vouchers he was given (£30) in recognition of this error. D&G says it's unable to conclude either way but it has accepted what Mr G said. Having considered all the information, and on balance, I'm more persuaded that D&G attended the wrong property. I say this because I find Mr G's testimony to be plausible and persuasive and I think it's more likely than not, that he'd have been present at his property on the dates he was told D&G would attend.

Mr G also complained that D&G's agents refused to remove or cover their shoes when they attended on a rainy day. He told us this happened sometime around the end of January 2024 or the beginning of February 2024. The evidence doesn't show D&G attended Mr G's property for a repair on any date other than the date of the initial repair in October 2023. Given the inconsistency outlined above, and because I can't be sure what happened on the date D&G did attend, I can't fairly decide D&G did something wrong here.

There is evidence to show someone would've attended Mr G's property in February 2024, to deliver and install the replacement. But this would've been carried out by the supplier that delivered the replacement, and it's not something D&G can be considered responsible for - I've explained why later on.

Offering Mr G the option of his own repairer

The terms of the policy say D&G may permit Mr G to use his chosen engineer in certain circumstances. And in its final response dated 22 January 2024, I can see it did offer Mr G the option to use his own engineer for a repair. So I'm satisfied D&G did offer Mr G this option, and I think it acted fairly in doing so, in the circumstances.

I can't see Mr G took up this option as he says he would have, because a further appointment for a repair by D&G was booked for 29 January 2024, and following this, a replacement was offered and delivered in February 2024.

Replacement washing machine

The terms of the policy say there are circumstances where D&G will arrange a replacement instead of a repair. And given that D&G likely attended the wrong address in January 2024, I think it acted fairly in arranging a replacement for Mr G. But I agree with him this doesn't amount to compensation for the distress and inconvenience D&G's actions caused him.

Mr G complained that damage was caused to his property when the replacement was delivered. D&G has explained that the order for the replacement was fulfilled through the chosen supplier. This would include the delivery and installation. Under the terms of the policy, D&G agrees to pay the delivery charges, but it's not responsible for installing the new appliance and it's not responsible for damage during delivery and installation of an appliance, by a third party that is not its agent. In the circumstances, I don't consider the supplier was acting as D&G's agent when it delivered and installed the replacement.

In covering the cost of the replacement, I think D&G met its obligations under the policy terms. But I don't consider D&G is responsible for the actions of the supplier that delivered and installed the replacement washing machine.

D&G has said the supplier asked Mr G for evidence of the damage to his property. I think it's fair for Mr G to discuss this directly with the supplier.

Financial loss

Mr G says he had to take days off from work and suffered financial loss as a result. But he said he doesn't have evidence of the days he took off.

As outlined above, the evidence I've seen shows there was one appointment in October 2023, where D&G attended and carried out repairs, and two appointments in

January 2024, where I consider D&G likely attended the wrong address.

But because Mr G hasn't been able to evidence financial loss, I'm not persuaded D&G caused him this loss. So I won't direct it to pay Mr G for this.

Compensation for distress and inconvenience

I've outlined above why I don't consider D&G responsible for matters between its repair in October 2023 and when Mr G reported issues in mid-January 2024.

But, because I consider D&G likely attended the wrong property both times in January 2024, I think this would've caused Mr G some distress and inconvenience. I also consider Mr G would've experienced distress and inconvenience at having to be without a functioning washing machine until February 2024, when a replacement was provided. So overall, I think D&G's actions impacted Mr G over a few weeks and required a reasonable amount of effort from him to sort out.

D&G did act fairly in offering Mr G the option to use his own engineer, if he was able to arrange this. And it ultimately provided a replacement because Mr G didn't take this option. It paid Mr G £72.50 compensation in January 2024. And Mr G said he also received £30 in vouchers in recognition of D&G attending the wrong address.

So taking everything into account, I can see Mr G was compensated a total of £102.50. And considering the complaint as a whole, I think this is fair compensation in the circumstances, so I won't direct D&G to pay more."

D&G accepted my provisional decision, but Mr G didn't agree. He said the vouchers weren't provided by D&G, and the compensation D&G paid was not for the missed appointments. He didn't feel D&G had compensated him fairly.

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.

Mr G said he found the decision offensive. I can understand his feelings, given what has happened, but he has requested a final decision. So in line with my responsibilities, I've reviewed his comments, along with the available evidence, to reach my decision.

Mr G said the vouchers weren't issued by D&G, but by the company that was sent to his property. Given that this company was sent to review and repair the damaged washing machine, under Mr G's insurance policy with D&G, I consider it was acting as D&G's agents. So I think it's fair to consider the vouchers they issued Mr G in considering whether D&G needs to pay any more compensation.

Mr G also said the £72.50 compensation D&G paid him was for something else. I appreciate at the time, this was mainly for the time Mr G spent without a washing machine. But in considering the complaint as a whole, I've also considered the total compensation Mr G has been given by D&G and its agents. And I've explained in my provisional decision why, having done this, I don't think D&G needs to pay him more compensation.

Mr G said he was offered vouchers directly by D&G, in around December 2023. I've not seen evidence of this, and Mr G hadn't mentioned this when he submitted his complaint to our service. I've also explained in my provisional decision why I wasn't considering the complaint D&G answered in December 2023. But overall, under this complaint, I don't

consider D&G needs to pay Mr G any further compensation. If Mr G feels D&G hasn't paid him money it already offered, he can discuss this with D&G directly.

Mr G mentioned his damaged flooring and door stopper. I'd explained in my provisional decision that D&G was not responsible for the actions of the supplier that delivered and installed the replacement washing machine. As outlined in my provisional decision, Mr G will need to contact the supplier directly with evidence of the damage.

Finally, Mr G mentioned financial losses. I explained in my provisional decision that he'd not evidenced his financial losses, and I've not received any further evidence of this. So I'm still not persuaded D&G caused him this loss.

I have sympathy for Mr G. I appreciate he's received poor service and been impacted by this. But for the reasons outlined above, I don't think D&G needs to do anything else.

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 Mr G to accept or reject my decision before 13 March 2025.

Monjur Alam
Ombudsman