

## The complaint

Ms M has complained about the way Domestic & General Insurance Plc ("D&G") handled a claim she made under a warranty for her oven.

## What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Ms M had a warranty to cover her oven, underwritten by D&G. In mid-October 2023, she got in touch with D&G about a problem with it.
- D&G arranged a repair appointment soon after, but the engineer was unable to fulfil the appointment due to parking restrictions. D&G arranged another appointment but an engineer didn't attend at all. An engineer finally attended in early December, said they carried out a repair and checked the oven was working before they left.
- Ms M said the engineer hadn't carried out a repair to the oven, so the problem remained and she couldn't use it. She also said the engineer had told her they would send parts for her to change, but they didn't arrive. Ms M complained.
- D&G accepted fault for missing the appointment because the engineer didn't attend and paid £100 compensation. It said the first appointment was missed because Ms M didn't provide a parking permit for the engineer, as she'd been asked to. It also said its engineer reported repairing the oven. So if a problem remained, Ms M should book another appointment.
- Ms M booked a further appointment in May 2024. An engineer attended, but found nobody home. Another appointment was booked soon after, but an engineer didn't attend at all. D&G offered to book another appointment in June 2024, but I understand Ms M didn't take up this offer. Ms M complained.
- D&G broadly maintained its earlier position, though it paid a further £45.85 compensation for missing some of Ms M's communication. It later accepted fault for missing the second May 2024 appointment.
- Our investigator thought D&G had fairly identified the missed appointments it was responsible for, and the compensation already paid was reasonable. He was persuaded by the engineer's report that a repair had likely been carried out.
- Ms M disagreed. In summary, she said the oven still wasn't working properly and the compensation paid didn't reflect the inconvenience and frustration she'd suffered. An agreement wasn't reached, so the complaint has been passed to me.

## 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.

- There's no dispute that the repair of the oven is, in principle, covered by the warranty. The dispute is about whether D&G has successfully completed a repair, the compensation paid for its service failings, and Ms M has also mentioned an increase to her premiums. I'll look at each point in turn.
- Following the engineer's visit in December 2023, they reported: "parts fitted, repair complete unit has been checked and tested and working to manufacturer specification". They also included costs for parts and labour.
- On the face of it, I think this is clear and strong evidence a repair was likely carried
  out and the oven was likely working when the engineer left. But I note Ms M has
  challenged this version of events and says the oven isn't working.
- It's possible the engineer didn't carry out a repair but said they did. This would
  ordinarily be very unlikely, and I'd expect to see persuasive evidence to support this
  before I could reach such a finding. I haven't seen any such evidence, for example
  an independent professional report about the oven.
- In these circumstances, I'm satisfied it would be fair to take the engineer's report at face value and accept it's the more likely version of events.
- However, that doesn't necessarily mean the oven continued to work. It's possible the
  repair worked initially, but not later. Ms M has been clear the oven isn't working, so
  this may well be what happened though I haven't seen any professional opinion to
  support it. And it's now around 18 months since the claim was first made which
  seems like an unusually long period of time to live without a working oven.
- The only way to explore what's happened, and the next steps for the oven, is for a
  further inspection by an engineer. As above, I haven't seen an independent
  professional opinion. And, after the May 2024 appointments were unsuccessful, I
  understand Ms M hasn't arranged any further appointments with D&G.
- As a result, the position is unclear. Whilst it's possible there's an outstanding problem for which D&G may be responsible for – either a further repair or a replacement – there's no professional evidence to show that's likely the case.
- So, based on the available information, I don't find D&G is responsible for any problems with the oven, as it stands. Ms M is entitled to get in touch with D&G to arrange an appointment to consider the matter further.
- D&G has accepted fault for missing two appointments, one in November and one in May, so that's not in dispute. That leaves three appointments to consider.
- The first appointment didn't go ahead because Ms M lives in a restricted parking area and arrangements hadn't been made for the engineer to park nearby. I wouldn't expect them to risk parking against local restrictions, and D&G made clear in advance of the appointment that Ms M was responsible for providing parking.
- The repair appointment went ahead and, as above, I'm satisfied that included carrying out a repair. And I haven't seen anything to show there was a problem with the repair for which D&G should take responsibility.

- Ms M accepts she wasn't at home for the other May appointment, so that's not something I can hold against D&G.
- D&G has also accepted its communication was poor at times, as it didn't always respond promptly to Ms M's communication.
- Taking all of this into account, I think it was right for D&G to pay compensation to reflect the impact of its service failings. I'm satisfied the total of £145.85 is fair and reasonable in the circumstances.
- The premium increased at the 2023 policy renewal. I think Ms M's concern was more about whether this was fair given the service she was receiving during the claim at the time of the increase, than the increase itself.
- Nonetheless, I'm satisfied D&G was entitled to increase the premium at the renewal

   regardless of the claim and it took steps to let Ms M know what it would be prior
   to the renewal. And the scale of the increase is in line with how D&G treats all its
   customers. So, taking all of that into account, I'm satisfied the premium increase was
   fair and reasonable.

## My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 16 April 2025.

James Neville Ombudsman