

The complaint

Miss W complained about the service provided by Domestic & General Insurance Plc (“D&G”) after she claimed under her appliance warranty.

What happened

Both parties are aware of the background to this complaint, so I’ve summarised what I think are the key points.

Miss W had an appliance warranty for her washer dryer, cooker and TV underwritten by D&G. The policy provided for breakdown and accidental damage.

On 13 January 2025, Miss W contacted D&G because her washer dryer (the appliance) door wouldn’t close. She said D&G couldn’t arrange a repair and it gave her other numbers to call. Miss W said she had to make numerous calls to D&G, but it couldn’t help her. Because of her family’s specific needs, she bought a new appliance on 20 January.

Miss W said that D&G’s offer of £20 for the inconvenience caused was insufficient in the circumstances. She asked for a refund of two years’ premiums or reimbursement for the full cost of the replacement appliance.

D&G issued a final response to Miss W’s complaint on 24 January. It acknowledged the difficulties booking a repair and pointed out that it had offered a “pay and claim”, which Miss W had declined. D&G said the policy didn’t provide for a refund of the appliance cost or any costs incurred during the breakdown. However, in consideration of Miss W’s unique circumstances, D&G offered an additional £22.50, bringing the total compensation to £42.50.

When Miss W brought her complaint to us, our investigator didn’t think there was anything more D&G needed to do. She said D&G had provided options for Miss W in line with the policy, and she didn’t think D&G was responsible for paying the cost of the new appliance.

Miss W didn’t agree, and she asked for an ombudsman’s decision.

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, I’ve decided not to uphold Miss W’s complaint for the same overall conclusions as the investigator, and for broadly the same reasons. If I haven’t commented on any specific point, it’s because I don’t believe it’s affected what I think is the right outcome. Where evidence has been incomplete or contradictory, I’ve reached my view on the balance of probabilities – what I think is most likely to have happened given the available evidence and wider circumstances.

In considering this complaint I’ve had regard to the relevant law and regulations; any regulator’s rules, guidance and standards, codes of practice, and (where appropriate) what I consider was good industry practice at the time.

To begin with, I think it's important to explain that I've noted Miss W's description of the distress and inconvenience this matter caused her. While my summary of events doesn't necessarily reflect that, it's because I'm not required to comment on every detail. But I've had regard to her comments when reaching my decision.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. The home warranty policy sets out the detail of the contract between Miss W and D&G, and I've included the relevant sections where appropriate.

In the event of a breakdown, D&G's responsibility was:

we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product.

I'm satisfied that the evidence shows D&G authorised a repair, and I don't think that's in dispute.

I've considered both parties' reports of events and I've listened to the recordings of calls between Miss W and D&G. It's clear that there was some difficulty arranging a repair directly with the manufacturer, and D&G explained it was due to the manufacturer's system. But I see that D&G offered Miss W other options, including alternative repair centres or for her to arrange her own repair and claim the cost back ("pay and claim"). The policy states:

Where we authorise a repair we will pay call-out charges, the cost of labour and the cost of parts (as long as these are not covered by another guarantee or warranty on the product). Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance.

If we authorise a repair but are unable to find a repairer, we'll permit you to use your chosen repairer. You will have to pay them and claim the cost back from us.

I'm satisfied that D&G's actions and offers, as reported by Miss W and in D&G's evidence, were in line with the policy.

Miss W replaced her appliance and asked D&G to reimburse the cost. D&G declined because it was outside the policy terms and conditions. The policy states:

In some situations we will arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification.

It's clear that D&G would arrange a replacement only if it couldn't complete a repair or it was uneconomical to do so. I haven't identified anything in the policy to suggest that Miss W was entitled to reimbursement of the cost if she decided to replace the appliance herself, or without prior authorisation from D&G.

Based on this evidence, I'm satisfied that D&G handled Miss W's claim in with the terms and conditions of the policy.

I've gone on to consider whether D&G handled Miss W's claim fairly and reasonably in the circumstances. Miss W said she had to do all the work to try to find a repairer when D&G

should've done that. The policy doesn't specifically state that D&G will arrange the repair - just authorise it. Nevertheless, I've listened to the recordings of the calls Miss W had with D&G to decide whether D&G could've done more.

Our investigator summarised the calls for both parties, so I don't plan to repeat the detail here. I agree with the summary provided which is, in essence, that D&G provided Miss W with suitable options, including the pay and claim, and arranging a repair for 22 January. I note that Miss W declined a repair appointment in her call with D&G on 15 January, in which she also asked to cancel the policy and have a refund of two years' premiums. Miss W replaced her appliance on 20 January.

Having listened to the calls, Miss W's frustration is evident. When she first called about her washer dryer, she also booked a second repair appointment for her cooker. That seems to have been a smooth process, so I can see why she'd expect the same level of service for her washer dryer. And I agree that she experienced inconvenience because of the inability to book a repair appointment. D&G offered £42.50 compensation for the distress and inconvenience caused. That equates to around half the premium Miss W paid for the full duration of her policy (around one year and two weeks). I see no reason to ask D&G to refund the remaining premium, particularly as it's evident Miss W did make use of the policy.

The regulator requires insurers to handle claims promptly. The appointment D&G finally arranged was for nine days after Miss W first asked for a repair. I haven't seen anything in the policy to indicate that repairs would be completed in a specific timeframe, and I don't find nine days unreasonable. I understand Miss W's circumstances meant she needed her appliance sooner, but I can't reasonably hold D&G responsible for that. Other options available under the policy were offered to her which could've resulted in an earlier repair, but Miss W wanted D&G to arrange the appointment. Based on this evidence, I don't find that D&G failed to handle the claim promptly.

Overall, the evidence persuades me that D&G provided Miss W with appropriate options available to her under the policy terms and conditions. While there was some inconvenience regarding the repair booking system, I'm satisfied that D&G offered fair compensation in the circumstances. I see no reason to ask D&G to do any more here.

My final decision

For the reasons I've given, my final decision is that I don't uphold Miss W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 8 May 2025.

Debra Vaughan
Ombudsman