

The complaint

Mr J has complained about the way Domestic & General Insurance Plc dealt with a claim he made under his household warranty policy.

What happened

In December 2023 Mr J reported that food in his fridge was freezing. On 22 December 2023 an engineer attended. It was agreed that the engineer would order parts and would re-attend when parts were available to fit.

D & G say the engineer attended on 12 January 2024 and fitted the seals.

Mr J complained to D & G on 12 February 2024. He said his fridge freezer had not been repaired and he was still waiting for an update since December 2023.

On 19 February 2024 D & G replied to Mr J's complaint by letter. It didn't uphold his complaint. It said the engineer had attended to repair the fridge freezer in January 2024. It said if the fridge freezer was no longer working, it would arrange for another engineer to attend.

Mr J said an engineer did not attend in January 2024 and his fridge freezer remained unrepaired. Mr J said he didn't receive D & G's letter. He provided emails to show he continued to chase D&G.

On 27 February 2024 an engineer attended and said Mr J's fridge was beyond repair. So D & G dealt with the replacement of the fridge freezer under the terms of the policy. This was done at the beginning of March 2024.

On 27 April 2024 Mr J complained about not receiving a response to his complaint, and he was unhappy with what he was offered in terms of choices and price when deciding on a replacement fridge freezer. He said the price for the same appliance increased by over £150 when he didn't accept it as a replacement on the same day, as he wanted to check with his partner first. Mr J said food items in his fridge freezer had been destroyed due to the fault with the fridge freezer and he wanted D& G to compensate him for his losses.

On 14 May 2024 D & G replied to Mr J's complaint by letter and didn't uphold it. It said an engineer attended on 12 January 2024 and completed repairs to the door seals. Another visit was carried out on 27 February 2024 and on 29 February 2024 the applicant was written off for replacement.

D & G said Mr J was paid £20 for a missed appointment. It isn't clear what appointment this refers to. D & G had waived the difference of £155 when Mr J ordered a replacement fridge freezer, and said this was enough to put things right.

Mr J asked us to look at his complaint in July 2024. We asked Mr J to provide a copy of the final response letter from D& G. In April 2025 Mr W told us he hadn't received a response to his complaints from D & G. He provided photos of spoiled food from his fridge freezer.

We contacted D & G and they provided us with a copy of their file.

One of our Investigators asked D & G to provide evidence of the engineer's visit on 12 January 2024. D & G said it could only provide an invoice for the parts, and on 17 July 2025 it provided a copy of a note from the engineer to confirm the visit on 27 February 2024.

Our Investigator issued her first view. She recommended D & G pay Mr W £100 for loss of expectation and consider a claim for the costs of the food damage.

D & G didn't accept the Investigator's first view. It said Mr J would have been able to use his fridge freezer until he contacted it in February 2024 to report a fault. It says this was over six weeks after the engineer repaired the fridge freezer on 12 January 2024.

D & G said while the fault with the 'wet wall' identified in February 2024 may have been linked to the seal issue in December 2023, it doesn't mean the first engineer didn't act correctly in the first set of repairs which it says were done in January 2024.

In August 2025, the Investigator issued a second view. She was satisfied that an engineer had attended in January 2024 to repair the seals. So she no longer recommended D & G meet the costs to replace the damaged food. But she still recommended D & G pay £100 for loss of expectation.

Both parties disagreed with the Investigator's second view. D & G say they have acted reasonably. Mr J is adamant that an engineer did not attend to repair his fridge freezer in January 2024 and he is very unhappy that his account has not been accepted and D & G's has, despite in his opinion a lack of evidence from them.

I issued a provisional decision on 6 November 2025. I thought D & G should pay £200 for the distress and inconvenience caused by poor service and Mr J's claim for damaged food.

Mr J accepted my provisional decision. D & G didn't respond. So the case has been passed back to me for a final 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.

We asked D & G to provide evidence by way of a job sheet and/or report showing a signature sign off by the engineer for the disputed visit on 12 January 2024. D & G wasn't able to provide this evidence.

I'm not satisfied from the information provided by D & G that it has shown an engineer attended Mr J's home on 12 January 2024 and repaired his fridge freezer. I can see that parts were ordered. But that isn't enough in this case. Mr J has been consistent in his communication with D & G and with us since February 2024 that he was waiting for an engineer to repair his fridge freezer after ordering parts following the first visit on 22 December 2023.

D & G arranged for another engineer to attend on 27 February 2024 and by 29 February 2024 it was agreed that the fridge freezer wasn't repairable. I have no way of knowing for sure if it was due to the original issue. But given that I find there isn't enough evidence to show an engineer attended on 12 January 2024, it follows that it is very likely the fault an engineer reported on in February 2024 was the same fault from December 2023.

In response to the Investigator's second view, D & G said it had provided an invoice and report, and this is stronger evidence than Mr J's recollection from 18 months ago.

However, I haven't seen an invoice or report confirming the engineer attended on 12 January 2024 and the outcome of that visit. Mr J's account has been consistent since 12 February 2024, which doesn't match D & G's timeline.

It isn't clear to me at what point the food in Mr J's fridge freezer became spoiled. Mr J has provided photos to show damaged food from his fridge freezer.

I've looked at the policy documents for Mr J's agreement with D & G. It isn't clear to me if the policy provides cover for damaged food. Under the Insurance Product Information Document (IPID) it reads;

"What is not insured?

costs arising from not being able to use your product (other than food spoilage if covered) or damage to other property"

I cannot find a reference elsewhere to how D & G would deal with a claim for food spoilage, if covered. So I have considered what would be a fair outcome. It seems clear from Mr J's emails to D & G from February 2024 to July 2025 that he may not have received both of their final response letters dated 19 February 2024 and 14 May 2024, as he made no reference to them and continued to complain about not receiving a response. In any event, I don't find D & G fairly dealt with Mr J's complaint about repairs.

Mr J has also complained that he was happy to pay extra for an upgraded replacement. But he said D & G didn't let him know of the full range of options available to him. And after agreeing to pay an upgrade contribution for a better model, when he called back the following day to order, the price had changed.

D & G explained that as with any promotional offer, suppliers prices can change, as frequently as daily. In this case D & G waived the increase in price promptly and Mr J was able to order the upgraded fridge freezer of his choice. I don't think D & G acted reasonably in putting things right here.

However, as I've said, I don't think D & G fairly dealt with Mr J's claim since December 2023 to 27 February 2024. So I think a fair outcome is for D & G to pay Mr J £200 to reflect the loss of food and the distress and inconvenience caused by its poor service during this time. I haven't seen sufficient evidence to show an engineer attended Mr J's home on 12 January 2024 and carried out repairs. So I can understand Mr J's upset and I find his account to be consistent on this part of his complaint.

My final decision

My final decision is that I uphold this complaint. I require Domestic & General Insurance Plc to pay Mr J £200 compensation for the distress and inconvenience caused by its poor service and to cover his claim for damaged food items.

Domestic & General Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Domestic & General Insurance Plc considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr J how much it's taken off. It should also give Mr J a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 24 December 2025.

Geraldine Newbold
Ombudsman