

The complaint

Miss R has complained about the service she received from Domestic & General Insurance Plc (D&G) when making a claim under her breakdown policy.

What happened

The background to this complaint is well known to the parties. In summary Miss R made a claim in March 2024. An engineer visited and said that the seal on her fridge freezer needed replacing. A new one was to be ordered but Miss R didn't hear further from D&G.

In March 2025 Miss R called D&G to cancel her policy. She also asked D&G to fix the seal on her fridge freezer as it hadn't been repaired since the engineer's visit a year earlier. D&G advised it wasn't able to send out an engineer to fix the seal as the policy had now been cancelled, but it offered £25 to cover the cost of the seal.

Unhappy, Miss R referred her complaint here. The investigator recommended that it be upheld. They felt that D&G should arrange for the seal to be ordered and installed. They didn't think that sending £25 alone fairly resolved the claim. Alternatively they said that if Miss R provided a quote, D&G should cover the cost of the installation.

D&G agreed to carry out the repair, but said that if this wasn't possible they would agree to Miss R arranging the repair independently and claiming the costs back.

Miss R appealed. She said that she had a degenerative disease and this was her main focus and the reason that the claim hadn't been followed up sooner. She said that a repair was no longer needed but confirmed that she had not had the fridge freezer fixed. She asked for a refund of the premium paid for the policy as well as £50 for the 'improper use of the contract'. Miss R said that there was a clear infringement of the duties that D&G was paid to provide.

As no agreement has been reached the complaint has been passed to me to determine.

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.

First, I'd like to reassure Miss R that while I've summarised the background to his complaint, I've carefully considered all that's been said and sent to us. In this decision though, I've focused on what I consider to be the key issues. Having done so, I agree with the conclusion reached by the investigator. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So I've considered, amongst other things, the contract terms and good industry practice to decide whether I think D&G treated Miss R fairly.

It is not in dispute that Miss R didn't receive the new door seal. But I am satisfied that D&G was billed by the manufacturer for the call out and for the part being posted. Accordingly it wasn't aware that the matter hadn't been resolved until Miss R called in March 2025.

Although Miss R cancelled her policy at that stage, I find that she was still entitled to the cover provided under the policy whilst it was in force. I don't think the payment of £25 was sufficient – rather D&G should have offered to send someone out to fit the seal, notwithstanding the fact that the policy was no longer live. I say this especially given that Miss R has indicated D&G was aware that she was vulnerable.

D&G has now agreed to carry out the repair, or if for any reason this is not possible to reimburse Miss R the cost she incurs by having the seal fitted independently. I find that this is a fair resolution to the complaint.

Miss R has said that that fridge freezer has not been fixed to date, but that she now doesn't require it to be. It is not clear why this is, but it may be that she decides to take D&G up on the offer and if so she should contact D&G to make arrangements. Of course if Miss R doesn't wish the repair to go ahead, she isn't obliged to accept this decision.

Miss R has said that D&G has failed to make reasonable adjustments for her. In other words, has failed their duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. It's not our role to say whether a financial business has acted unlawfully or not – that is a matter for the Courts.

I do appreciate that this matter has taken Miss R time and effort, this is especially impactful for someone living with a degenerative condition. I accept too that Miss R's focus was on her health rather than getting the matter resolved and it is for this reason that it was a year before she advised D&G that the matter wasn't resolved.

For the reasons given I'm not satisfied that it was fair and reasonable for D&G not to offer to send out an engineer when it was notified that the seal hadn't been fitted. I don't find that the fact Miss R cancelled the policy should have made a difference. However D&G has now agreed to effect the repair, and I find that fairly resolves the complaint. As the policy was in force and offered cover, there is no basis for me to require D&G to refund the annual premium that Miss R paid. I do note that Miss R was sent £25 – but I don't think it reasonable to now require her to order the seal herself.

My final decision

My final decision is that I uphold this complaint. I require Domestic & General Insurance Plc to:

Either:

- Order the seal for Miss R's fridge freezer and arrange for it to be installed, or
- Refund Miss R the costs of appointing an independent contractor to purchase and install the seal.

In order to bring this matter to a close either option should be completed within 8 weeks, should Miss R accept this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept

or reject my decision before 25 November 2025.

Lindsey Woloski
Ombudsman