

The complaint

Mr O is unhappy with the way Domestic & General Insurance Plc (D&G) handled his claim under his appliance breakdown cover.

What happened

Mr O made a claim for a damaged air fryer in October 2024. On 21 October 2024 D&G emailed Mr O to let him know the repair had been approved and a repairer would be in touch with him within 24 hours.

A collection of the air fryer was arranged for 23 October 2024, but this collection didn't go ahead. It was re-arranged for the morning of the 29 October 2024 as requested by Mr O. But D&G say that there wasn't anyone home when their agent attempted to collect the item and so they left a card. D&G's system notes show that the claim was completed on 1 November 2024.

In April 2025 Mr O contacted D&G as he was unhappy that they had missed two appointments to collect the appliance and with the delay in them handling the claim. And that his partner had suffered an electric shock from using the appliance. He explained that his partner has a disability and so it was a necessity to use it. He was also unhappy with the way D&G had been communicating with him as he had requested email communication, and they had repeatedly called him.

D&G acknowledged the complaint and initially responded on 22 May 2025. They said that the last repair carried out on the air fryer was October 2024. And acknowledged a delay in addressing Mr O's concerns. They explained they had decided to write off the appliance and would therefore be sending Mr O a voucher to the value of £229 to assist with purchasing a new one. They then issued a further response on 16 June 2025. It said their records show that they did attempt to collect the air fryer on the 29 October 2024 but there was no one home. And it appeared that Mr O didn't contact them following the failed collection or let them know he only wanted contact via email.

Mr O rejected the voucher and wanted a cash settlement instead as he had already replaced the air fryer. He also wanted compensation for the distress and inconvenience caused.

Our investigator felt that it would be fair and reasonable for D&G to cash settle the claim taking account of the fact that Mr O had needed to purchase a new air fryer due to his personal circumstances. So, he asked them to cancel the voucher and make a cash settlement for £229. Mr O didn't accept this as he felt there were areas of the complaint that hadn't been sufficiently considered. Such as what he believed to be D&G's negligence in not completing the collection and repair which led to his partner experiencing an electric shock. And that D&G not being held responsible because he didn't continue to chase them. Mr O says he did chase them repeatedly but was failed through missed appointments, lack of follow up or contradictory explanations. He also said D&G didn't provide any evidence of the alleged visits to collect the appliance. And repeatedly ignored his request for written communication which added further distress.

D&G maintained the complaint outcome they reached was fair and reasonable but said that if the voucher had not been redeemed, they would under the circumstances provide a cash settlement outside of the terms of the contract instead. They also said that they had nothing on record to confirm Mr O had requested contact solely by email. But if Mr O was referencing that this was requested on 12 June 2024, this was after the final response had been issued and would need to be raised with them in the first instance.

A case review was conducted by a new investigator as the original investigator had left the service. She agreed it would be reasonable for D&G to provide a cash settlement but also felt they should pay Mr O £100 for the distress and inconvenience it caused in delaying the claim resolution and for their lack of claims management.

D&G disagreed, they said that Mr O didn't alert them to any ongoing issues or raise any concerns about delays. And they had provided Mr O with the repairers contact information at the time the claim was raised with them. And so they question why Mr O waited six months to raise his concerns considering he described the matter as urgent.

As D&G were unable to provide the evidence from the courier in relation to the failed collections and Mr O had disputed it, the investigator maintained their position. As a resolution wasn't reached it has been passed to me to decide.

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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of this service.

D&G have a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. They accepted Mr O's claim and initially arranged a collection of the air fryer so it could be inspected for repair. The initial collection was re-arranged but Mr O said the courier never arrived for the collection. D&G dispute this, they said the courier did attempt to collect the item, but Mr O wasn't home. They provided a screen note which says "*Your collection did not take place as the pickup point was closed*" to support their argument. But they have been unable to provide anything specific from the courier such as a photo taken at the time, due to the length of time that had passed. As it was no longer accessible to them.

In situations like this where information is conflicting, I have to make a decision on what I think was most likely to have happened on a balance of probabilities. I recognise that D&G have provided their screen note however this isn't specific to Mr O's circumstances. This type of note is one that I'd expect to be used if collecting an item from a shop, as they have times when they will be closed. Had there been a failed collection from Mr O's home I'd have expected it to reflect the situation such as *your collection did not take place as the customer wasn't home*. And considering that Mr O had made the claim and asked for the collection to be re-arranged I don't see why he wouldn't have re-arranged it if he wasn't going to be home as he already had. So, on balance I think it more likely than not that Mr O was home and the courier failed to collect the air fryer as agreed.

Following this there was no further recorded action on the claim until Mr O contacted D&G in April 2025. Mr O says that following the failed collection, they did call to chase this up over the phone on more than one occasion. It isn't clear if this was a direct call with D&G or their

repairer that was organising the collection. But D&G have said they don't have any calls recorded until April 2025.

I recognise that Mr O could have contacted D&G directly to see what was happening with the claim before April 2025. And given the necessity of the item I'd have expected he might have done so once the item hadn't been collected by the repairer. However, I note that D&G closed down the claim on their system at the beginning of November 2024 following the failed collection. Once a claim is made it is D&G's responsibility to progress the claim. It's clear the air fryer hadn't been collected or inspected, and Mr O hadn't informed D&G that he no longer wished to proceed with the claim. So, I think it reasonable for D&G to have followed up with Mr O before closing it down. I recognise they have said that this wouldn't stop them following up on the claim if Mr O had have got in touch. However, I don't think that's reasonable as it is D&G's responsibility to follow up with the claim they've accepted and to keep their customers informed about the claims progress.

Mr O has said that the delay in the repair of his air fryer has caused distress and he has explained that due to his partner's disability, there was a necessity to continue to use the air fryer. And having done so his partner experienced an electric shock. I'm sorry to hear about that. I recognise that it would have been a difficult and stressful experience. But I don't think it's something I can fairly hold D&G responsible for. I recognise why Mr O continued to use the air fryer, taking account of the necessity, but I'd have expected he would have got in touch directly with D&G a lot sooner, following the missed collections, than he did to enquire after the claim. I can see Mr O has said he chased D&G repeatedly, but I haven't seen any evidence to support this, and D&G don't have any record of contact following the missed appointments until the complaint was raised. But as I said it is possible these calls were made to the repairer directly. I have taken this into consideration in reaching my outcome.

I recognise that Mr O has said that D&G had ignored his requests for written communication. And I can see in their final response dated 16 June 2025 they explained that they had no record of this request prior to the complaint being made. I've listened to the call Mr O made to report the broken air fryer, and he didn't request written communication at that point in time. I can see that in his email of complaint to D&G on 23 April 2025 Mr O asked for a written resolution. However, this didn't specify preference for all contact to be in writing. So, I don't think that D&G have acted unreasonably in their communications. I recognise that during a call on 22 May 2025 Mr O did ask for email communications from that point on. And Mr O has provided a screen shot of calls received from D&G which shows four calls made after this date. I have put this to D&G and they have said that this doesn't match to their system records. They said their system doesn't identify any outbound calls to Mr O after the 22 May 2025 and they noted that the screen shot Mr O provided with the attempted calls made from D&G, has an identifier of '*Domestic & General Cold call*' which appears to be a customer defined identifier rather than one generated by a network provider. And there weren't any specific numbers identified in the screen shot to enable them to verify any numbers used by D&G. They also pointed out that the screen shot didn't include the call of the 22 May 2025 which suggests that calls may have been made to a different number to what they hold.

In respect of the request for communication via email from that point, D&G have said that they interpreted this to be in respect of them following up and handling the complaint as opposed to an organisation wide email only restriction. And having listened to the call I can understand why they interpreted it this way, especially as I can't see it was something that was requested as a matter of course or preference at the start of the policy or claim.

D&G have also said that the concerns regarding the communication preferences were not part of the original complaint raised with them so were not matters they had an opportunity to

address. However as mentioned I can see they did cover this point in their final response letter dated 16 June 2024 when they said:

“The agent confirmed the last repair logged was in October of the previous year but did not state that the appliance had been collected. There were no records of you requesting to be contacted only via email, prior to this complaint. The most recent call concerning your policy after logging the repair was 21/04/2025.”

And whilst further calls may have been made after Mr O requested email contact only, based on what I've seen, I think it's more likely than not these were service wide calls as opposed to ones directly linked to this complaint. And D&G's understanding of the request being in respect of this complaint I don't think was unreasonable.

D&G have agreed to cash settle the claim as a gesture of goodwill, and I think that is a fair and reasonable approach in the circumstances of this complaint. It's understandable with the time that has passed that Mr O has purchased another air fryer so a cash settlement would be more appropriate.

Mr O has been without his air fryer for some time. However, he had continued to use it. It appears that D&G had incorrectly closed the claim down on their system noting a repair had taken place when it hadn't. And when Mr O called in April 2025, the agent was under the impression the air fryer had been repaired in October 2024, which caused further confusion and frustration during the call. So, I think there is some compensation due for the distress and inconvenience caused.

Whilst Mr O could have contacted D&G directly sooner than he did to find out what was happening, it was D&G's responsibility to progress the claim. I'm pleased to see that when Mr O contacted D&G in April 2025 they were quick to progress things at that point and so I think it likely had Mr O got in touch sooner he wouldn't have been as long without a fully functioning air fryer and I have considered this when thinking about the level of compensation due. Mr O has purchased a new air fryer outside of the policy as the claim wasn't progressed and the missed appointment at the outset would have also caused some distress. So, for the reasons explained, I think D&G should pay Mr O £100 for the distress and inconvenience it caused.

My final decision

My final decision is that Domestic and General Insurance Plc should:

- Provide Mr O with a cash settlement in line with the value of the gift card they had issued, provided the gift card hasn't been used.
- Pay Mr O £100 for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 March 2026.

Karin Hutchinson
Ombudsman