

The complaint

Mrs H complains Domestic & General Insurance Plc (D&G) has damaged her property following a claim she made under her fridge-freezer insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

Mrs H held an insurance policy providing cover for her fridge-freezer. The policy was provided by D&G. Following a claim, a replacement fridge-freezer was arranged. Mrs H raised a complaint as she said the company delivering and installing the product, who I'll call B, damaged the fridge-freezer, floor, skirting boards and door frame.

D&G issued Mrs H with final response letters on 2 May 2025, 8 July 2025 and 29 July 2025 respectively. In summary it said it wasn't responsible for the damage caused by any third-party suppliers. However, it was aware B had paid Mrs H £400 toward the damage to her new fridge-freezer and had offered £1,000 toward the damage to her property. It also refunded Mrs H two months policy premium and paid her a further £20 as a gesture of goodwill.

Mrs H didn't think this was reasonable and so referred her complaint to this Service. She said her flooring needed to be replaced which would cost over £3,000.

Our Investigator looked into things. She said she thought D&G were responsible for the actions of B but thought the £1,000 B had paid toward the damaged flooring and £400 toward the damaged fridge-freezer were reasonable. She also said she thought D&G should pay for the repair to the skirting boards along with interest and pay Mrs H a total of £100 compensation.

Mrs H didn't agree with our Investigator. She provided a detailed response but in summary she said:

- The repair through B didn't go ahead due to the serious concerns raised during her conversations with the repairer.
- These concerns included the colour match, the durability of the flooring following a repair and the lack of guarantee on the workmanship.
- She didn't think £100 compensation was reasonable to acknowledge the distress and inconvenience she was caused.

I issued a provisional decision about this complaint and I said:

'I want to acknowledge I've summarised Mrs H's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy

by this, but it simply reflects the informal nature of this Service. I assure Mrs H and D&G I've read and considered everything that's been provided.

I acknowledge D&G has said it doesn't believe it is responsible for any damage caused by B. However, like our Investigator I'm satisfied D&G are responsible for the actions of B. Based on the evidence provided I'm persuaded B were acting as an agent of D&G during the delivery and installation of Mrs H's new fridge-freezer.

It doesn't appear to be disputed that B caused damage to Mrs H's fridge-freezer during the delivery and installation of the product. I understand B has paid Mrs H £400 to recognise this damage and this has been accepted by Mrs H. Given it appears Mrs H is satisfied with this payment as a resolution to this element of her complaint, I see no reason to require D&G pay anything further in relation to this.

It also doesn't appear to be disputed that B caused damage to Mrs H's flooring. I can see B arranged for a flooring repair company to attend her property, but Mrs H didn't want to proceed with this repair. I acknowledge Mrs H had concerns about signing any documentation or proceeding with a repair through the flooring company introduced by B. So, I think it was reasonable for a cash settlement to be offered instead.

I can see an email from the flooring repair company where it said the cost of repairing the floor would be £990 + VAT. Mrs H said she spoke to a contractor who said a repair wouldn't be suitable and so the only option was to replace the floor entirely. She has provided an estimate for the replacement of her floor which totals £3,500.

Whilst I acknowledge what Mrs H has said, I've not seen evidence which persuades me the floor cannot be repaired and therefore the only option is for it to be replaced entirely. It appears the flooring company introduced by B seemed to believe an appropriate repair was possible. And whilst Mrs H has provided an estimate for the replacement of her floor, I've not seen a report from a suitably qualified professional who confirms a repair wouldn't be possible or appropriate in the circumstances. So, I don't think it would be reasonable to require D&G to pay Mrs H the cost to replace her floor entirely.

However, I also don't think the £1,000 settlement B has paid Mrs H is reasonable. The flooring company introduced by B has said the cost of the repairs would be £990 + VAT. This means the total cost of repairs would be £1,188. I've seen no reason why D&G should omit the VAT element from this settlement. So, I require D&G to pay Mrs H a further £188 toward the repairs to her floor.

In addition to the damage to Mrs H's floor, she has also said B damaged her skirting boards and door frame. I can see she has provided photographs to show this damage. I've not seen any evidence this damage has been taken into consideration by D&G. As it doesn't appear disputed B caused this damage, I think D&G should arrange to repair these damaged areas. Failing this, on receipt of evidence of how much this repair would cost, it should pay Mrs H the reasonable costs she would incur to have this damage repaired.

D&G has paid Mrs H a total of £32.72 compensation which includes two months of premium and a £20 gesture of goodwill payment. So, I've considered whether I think this is reasonable to acknowledge the impact to Mrs H.

Based on the evidence provided, I don't think compensation of this amount is reasonable in the circumstances. It would have been distressing for Mrs H to witness

damage being caused to her property, alongside damage to her new fridge-freezer. As a result she has had to spend considerable time speaking with D&G and B in order to resolve these issues. Additionally, she's had to make herself available for contractors as well as having to arrange repairs to her property which has caused further inconvenience.

Taking all of this into consideration I think £250 compensation is more reasonable to acknowledge the additional distress and unnecessary inconvenience Mrs H has been caused. I think this amount more appropriately takes into consideration the distress she has been caused and the effort she has had to make in order to resolve matters.'

D&G didn't provide me with any further information or evidence to consider. Mrs H provided a response. In summary she said:

- She didn't think a repair to the flooring was reasonable in the circumstances, highlighting the previous concerns she had raised about this.
- She believes it would be fair for D&G to cover the reasonable costs of obtaining an independent professional report regarding the floor.
- She doesn't think £250 compensation fairly reflects the distress and inconvenience she has experienced.

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 reached the same outcome to the one I reached previously for much the same reasons.

Whilst I acknowledge Mrs H had concerns about her floor being repaired, I've not seen persuasive evidence, such as an independent report, which shows a repair wouldn't be possible or suitable in the circumstances.

I acknowledge Mrs H has said she is looking to obtain an independent report. If she does so, then she can look to provide this to D&G in the first instance. In these circumstances I would expect D&G to consider any report Mrs H provides and take it into consideration. If Mrs H is unhappy with D&G's response, she can look to raise this as a separate complaint.

Mrs H has said she thinks D&G should pay the reasonable costs she incurs obtaining an independent report. However, D&G has already arranged for a flooring company to inspect Mrs H's floor, offered a repair, and then a cash settlement based on the flooring company's quote for repairs. I think this was reasonable in the circumstances and so I don't think it would be reasonable to require D&G to arrange or pay for a further report.

Mrs H has said she doesn't think the compensation of £250 is reasonable to acknowledge the distress and inconvenience she has experienced. As I explained in my provisional decision, I think Mrs H has experienced distress and inconvenience due to D&G's errors. But having taken into consideration what Mrs H has said, alongside everything else that's been provided, I think the total of £250 compensation is reasonable in all of the circumstances.

My final decision

For the reasons I've outlined above, I uphold Mrs H's complaint about Domestic & General

Insurance Plc. I require it to:

- Pay Mrs H an additional settlement of £188 toward the cost of the repairs to her floor.
- *Pay 8% per year simple interest on this amount from the date it paid Mrs H the original settlement to the date it pays the additional amount due.
- Arrange to carry out the repairs to Mrs H's skirting boards and door frame. Alternatively, on the receipt of evidence from Mrs H, pay her the reasonable costs she would incur to repair these damaged areas.
- *Pay 8% per year simple interest on any additional settlement paid toward repairing the skirting boards and door frame, calculated from the date it paid the original settlement for the damaged floor to the date it pays any additional settlement due.
- Pay Mrs H a total of £250 compensation. It can deduct any compensation it has already paid as part of this complaint from this amount.

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 6 May 2026.

Andrew Clarke
Ombudsman