

The complaint

Mrs F complains about the service she received from Domestic & General Insurance Plc (DG) under a protection policy for her fridge freezer.

References to DG include their agents who administer policies and carry out services under policies.

What happened

The following is a summary of the events in this case, drawing on what Mrs F and DG have told us. Their accounts aren't fully consistent – DG say Mrs F was out when an engineer called on one occasion, but Mrs F disputes this, saying she was in all day. So, I've set out what I believe is the sequence of events from the respective accounts of Mrs F and DG.

Mrs F had a protection policy with DG covering breakdown and repairs to her fridge freezer, which she took out on 8th May 2023. The following day she contacted DG to tell them the fridge freezer was faulty. A repair was booked for the same day and an engineer attended but couldn't fix the problem. DG contacted Mrs F two days later to arrange for a re-gassing of the fridge freezer, and an appointment was scheduled for 22nd May. However, the engineer said he was unable to access the property (DG said he left a 'missed you' card, including a number for Mrs F to contact them to re-schedule an appointment). Mrs F said she was in all day. DG say Mrs F told them an engineer attended on 22nd May and told her parts were needed to repair the fridge freezer.

Mrs F contacted DG on 6th June and an appointment was scheduled for 13th June. The engineer attended and re-gassed the fridge freezer, advising Mrs F to monitor it. However, the fridge freezer stopped working again and Mrs F contacted DG on 19th June, a new appointment was arranged for 21st June. At that point the engineer concluded the fridge freezer wasn't repairable. DG offered a replacement as the fridge freezer couldn't be fixed (the re-gassing hadn't fixed the problem). Mrs F chose a replacement fridge freezer, which was delivered on 26th June.

Mrs F was unhappy at what happened after her initial contact with DG and complained on 6th June. DG issued their final response on 6th June in which they referred to a discussion with Mrs F they said led to an outcome agreed with Mrs F.

Following the further issues with her fridge freezer, Mrs F made a second complaint on 19th June saying she'd lost a considerable amount of frozen food and further stress. In consideration of what happened, DG logged a further complaint and awarded £100 compensation.

Mrs F also complained to this service. She said what had happened had caused her a lot of stress as she'd been without a fridge freezer for over five weeks. She'd been passed between different departments and had her account closed when her fridge freezer needed a part. She'd been told an engineer visited on Bank Holiday Monday (when she was at home all day) when it wasn't true. She wanted an explanation for what had happened and compensation for the stress she'd suffered and having to buy a secondhand fridge freezer.

Our investigator upheld the complaint. He thought the initial engineer visit recommended a re-gassing of the fridge freezer, but this didn't happen until a month later. While recognising some issues in contacting Mrs F, the investigator thought DG were responsible for the delay. While it was reasonable for DG to have attempted to repair the fridge freezer, before deciding to write it off, the delays and poor service and lack of updates to Mrs F caused her distress and inconvenience. The investigator didn't think the £100 compensation DG had awarded Mrs F was unreasonable.

But the delays in arranging a repair meant Mrs F had to purchase a secondhand fridge freezer to temporarily store food, which she wouldn't have had to do were it not for the delays in repairs. But the investigator didn't think DG should have to pay for the lost food. To put things right, in addition to the £100 compensation for distress and inconvenience, the investigator thought DG should reimburse Mrs F for the cost of the secondhand fridge freezer, together with interest from one month after Mrs F raised her claim, to the date DG reimbursed her.

DG disagreed with the investigator's view, raising several points. First, the need for a re-gas was identified at the outset and a visit arranged for later in May. While the appointment didn't take place, it wasn't for a couple of weeks until Mrs F contacted them to book another appointment. So, they didn't accept they'd taken a month to carry out the re-gassing. Second, Mrs F took out the policy on 8th May, then reported the fault with the fridge freezer on 9th May, so they questioned whether (as the policy required) it was in working order when she took out the policy (the need for a re-gassing would not have occurred in one day). Mrs F had paid one month's premium under the policy and DG had provided a new replacement fridge freezer and awarded £100 compensation. They thought this fair and reasonable.

In my findings, I concluded DG's offer of £100 in compensation for distress and inconvenience was fair and reasonable.

However, I didn't think it reasonable for DG to reimburse her for the cost of a secondhand fridge freezer. I thought policy exclusions would apply to the cost of any temporary replacement of Mrs F's fridge freezer (whether hired or, as in this case, a purchased temporary replacement). The exclusions would also apply to any frozen or refrigerated food that may have been lost.

Second, as Mrs F purchased a secondhand fridge freezer, and she was provided with a new replacement fridge freezer, she'd been put back into the position she was in before her original fridge freezer became faulty. To also reimburse her for the cost of a secondhand fridge freezer would mean she would be in a better position than before the incident (she'd have two fridge freezers, not one).

Taking all these points together, as DG had already paid the £100 compensation I thought fair and reasonable, I didn't think they needed to do anything further to settle the complaint.

Because I reached different conclusions to our investigator, I issued a provisional decision to give both parties the opportunity to consider matters further. This is set out below.

*What I've provisionally decided – and why
I've considered the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

I'd first want to acknowledge what Mrs F has told us about her circumstances and vulnerability, and the impact they have on her. I recognise the importance of having a working fridge freezer and so the time taken for her fridge freezer to be repaired (and

ultimately replaced) would have been stressful for Mrs F. I've borne this in mind when deciding, as is my role here, whether DG have acted fairly towards Mrs F.

The key issue in Mrs F's complaint is the time taken for repairs to be carried out on her fridge freezer. Mrs F says what happened had caused her a lot of stress as she'd been without a fridge freezer for over five weeks. She'd been passed between different departments and had her account closed when her fridge freezer needed a part. She'd been told an engineer visited when she was at home all day.

On the issue of the time taken for a repair to be carried out, I've looked carefully at the sequence of events set out above, including the respective views of Mrs F and DG. It seems DG diagnosed the need for a re-gassing, to repair the fridge freezer. I think that's reasonable as I'd expect DG to try to repair an appliance in the first instance (as the policy sets out). It appears an appointment was arranged for this to happen (22nd May) but the engineer arrived later than anticipated, and wasn't able to access the property. DG say the engineer left a card with a number for Mrs F to contact them to re-arrange the appointment (which appears to only have happened when Mrs F contacted DG on 6th June).

While the engineer not attending on the 22nd was unfortunate – DG say circumstances can mean appointment times aren't always able to be kept precisely – looking at the overall timeline from the initial reporting of the fault, through the sequence of appointments and repairs, I think DG were responsible for some of the delays, but not all. Appointments can't always be scheduled as quickly as might be desired, and if an appointment is missed, for whatever reason, I don't think it unreasonable to expect a consumer to contact (in this case) an insurer, or their agents, to find out why (and re-schedule).

Looking at the circumstances of the case as whole, I think DG's offer of £100 in compensation for distress and inconvenience is fair and reasonable. My understanding is that DG have already paid the compensation to Mrs F. That being the case, I won't be asking them to do anything further in this respect.

I've then considered Mrs F's point she'd had to buy a secondhand fridge freezer while waiting for hers to be repaired (and ultimately replaced). While I haven't seen the evidence to support this (such as a receipt for the purchase) I've no reason to doubt what she's said. However, I don't think it's reasonable for DG to reimburse her for the cost of a secondhand fridge freezer. I recognise this will be disappointing to Mrs F, so I'll explain why I've come to this conclusion.

First, the policy terms and conditions (which Mrs F was provided with when she took out the policy) explicitly state it wouldn't be covered. Under a heading What is not covered there's the following statement:

"We shall not be liable for:...

- Costs or loss arising from not being able to use your product (e.g. hiring a replacement TV) or incidental costs caused by breakdown or repair (e.g. costs to remove or reinstate built-in or fitted equipment);*
- Damage to any other property or possession, unless it is our fault:..."*

I think these exclusions would apply to the cost of any temporary replacement of Mrs F's fridge freezer (whether hired or, as in this case, a purchased temporary replacement). The exclusions would also apply to any frozen or refrigerated food that may have been lost.

Second, as Mrs F purchased a secondhand fridge freezer, and she's been provided with a new replacement fridge freezer, then she's been put back into the position she was in before

her original fridge freezer became faulty. That is, she has a [new] working fridge freezer. To also reimburse her for the cost of a secondhand fridge freezer would mean she would be in a better position than before the incident (she'd have two fridge freezers, not one).

This would mean she was in a 'betterment' position. That is, she would be in a better position than before the incident. It's a general principle of insurance that policyholders should be put back into the position they were in before the incident that caused damage or loss. Not that they should be put in a better position. If she doesn't need two fridge freezers (or have space to accommodate two) then she could sell the secondhand fridge freezer.

For these reasons, I've concluded it wouldn't be reasonable to ask DG to reimburse Mrs F for the cost of the secondhand fridge freezer, or the cost of lost frozen or refrigerated food.

While I've come to these conclusions, I've also considered DG's second point in response to our investigator's view. That Mrs F took out the policy the day before she reported the fault with the fridge freezer. So, DG question whether it was in working order when she took out the policy.

While I recognise the timing of the fault being reported coming a day after the policy was taken out may appear to be fortuitous, it's not for me to determine whether the fridge freezer was in working order when the policy was taken out. If DG (or their repair agents) had any concerns about the validity of Mrs F's claim, then it would have been for them to consider whether the claim was genuine. If they didn't, then I would have expected them to decide whether or not to attend to inspect the fridge freezer and then carry out a repair.

As DG carried out a number of visits (and a repair) and then agreed to replace the fridge freezer, it's reasonable to conclude they didn't have any concerns at the time about the validity of the claim.

Taking all these points together, as DG have already paid the £100 compensation I think fair and reasonable, I don't think they need to do anything further to settle the complaint.

My provisional decision

For the reasons set out above, it's my provisional decision not to uphold Mrs F's complaint.

Both Mrs F and DG responded to accept the provisional 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.

My role here is to decide whether DG have acted fairly towards Mrs F.

As both Mrs F and DG accepted my provisional decision, then my final decision remains unchanged from my provisional decision.

My final decision

For the reasons set out above, it's my final decision not to uphold Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 30 December 2023.

Paul King
Ombudsman