

The complaint

Ms A 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

Ms A had a protection policy with DG covering breakdown and repairs to her fridge freezer. In February 2023 the fridge freezer became faulty, so DG sent an engineer to fix the problem. They did so, but the same fault happened again in May 2023. DG sent a second engineer, who said that because the same fault had occurred, they would treat the fridge freezer as beyond economical repair and replace it.

However, there were issues with the replacement fridge freezer as the supplier couldn't deliver the new fridge freezer due to a step outside Ms A's property and also they weren't able to take the fridge freezer through passageways. The order was cancelled, and a replacement fridge freezer ordered through a different company. Due to her circumstances and vulnerability, Ms A was reliant on her fridge freezer. So, she asked for the replacement to be unpacked on delivery. However, the supplier wouldn't unpack the new fridge freezer, so it was taken away.

Ms A contacted DG after the second unsuccessful delivery, asking for a specific timeslot for delivery of a replacement and help unpacking it. But she said the call handler she spoke to was rude to her, then the line was cut off. A replacement fridge freezer was then delivered by a third supplier the following day.

Unhappy at the call handler being rude to her, Ms A complained to DG. In their final response, DG upheld the complaint and awarded £20 as a gesture of goodwill. Having listened to the call made by Ms A, DG apologised for the way the call handler spoke to Ms A. While the call handler explained the process for a replacement and the services provided, they interrupted Ms A while she was speaking.

Ms A then complained to this service. She didn't think DG's final response and offer of £20 compensation was adequate for the way she felt treated by the call handler. Our investigator didn't uphold the complaint, concluding DG didn't need to take any action. Having listened to the call in question, while appreciating it was a difficult situation the investigator didn't think the call handler was rude or patronising to Ms A. The call handler was trying to find a solution to the problems delivering the replacement fridge freezer, particularly unpacking and installation. As this wasn't something covered by the policy, the investigator wouldn't expect DG to cover the cost.

Ms A disagreed with the investigator's view, raising several points. First, she didn't agree the call handler wasn't rude or patronising. And DG, in upholding her complaint, had apologised and the call handler had interrupted her. Ms A didn't think the call handler was trying to find a solution and was simply rude. On the issues unpacking and installing the replacement fridge

freezer, two suppliers wouldn't bring it into her kitchen due to access issues with a step and passageways.

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.

I'd first want to acknowledge what Ms A has told us about her circumstances and vulnerability, and the impact they have on her. I recognise the particular importance of having a working fridge freezer and so the problems having a fridge freezer delivered and installed and working would have been stressful for Ms A. And feeling she'd been talked to rudely and patronisingly by a call handler would have added to Ms A's stress at the situation. I've borne this in mind when deciding, as is my role here, whether DG have acted fairly towards Ms A.

In forming my conclusions about Ms A's complaint, I've noted the issue is how she was treated in a specific call to DG. While there were issues with the delivery of a replacement fridge freezer, from the case notes provided by DG it appears two suppliers weren't willing to unpack and/or take the replacement fridge freezer into Ms A's kitchen, given its location and the presence of a step and passageway access. But I've noted a replacement was successfully delivered by a third supplier (who didn't make any additional charge for unpacking, from what I've seen).

And from the initial decision to deem Ms A's fridge freezer as beyond economical repair, through to a replacement being successfully delivered, took five days. This includes the two unsuccessful attempts to deliver a replacement by other suppliers. While acknowledging the issues with delivery, I don't think this is an unreasonable timescale. So, I'll focus on how Ms A was treated in the specific call she's unhappy about.

Ms A says the call handler was rude and patronising in the call. DG have apologised for the way the call handler spoke to Ms A, interrupting Ms A while she was speaking.

I've listened to the call carefully. The overall call lasts for just under 40 minutes, and Ms A sets out the issue (with the second supplier not willing to unpack the replacement and bring it into her property). The call handler sets out the option of a third supplier, though they may not be able to supply a replacement of the make Ms A says she would prefer. While the call handler seeks to set out the services DG offer (and those they don't) they do talk over Ms A while she's speaking on several occasions. So, I agree the call handler interrupted Ms A.

Perception is necessarily subjective, but I can understand why Ms A felt she was treated rudely and patronisingly – although I think the call handler was trying to reach a solution (through a third supplier) while drawing Ms A's attention to some limitations (the availability of the brand of replacement she preferred). The call handler puts the call on hold while checking stock availability and then picks up the options with Ms A, including options that would require an upgrade fee. I don't think that was unreasonable. The call handler acknowledges Ms A's circumstances and vulnerability, sets out the services available. The call is then put on hold before disconnecting (it's not clear how or why it disconnects). Considering these points together, I can understand why Ms A thinks she was treated in a rude and patronising way, although I think the call handler was trying to be helpful and set out options and what DG (the policy) can (and cannot do).

Having reached these conclusions, I've then considered whether DG have acted fairly and reasonably in apologising offering Ms A £20 compensation. As I think Ms A was interrupted several times, I can understand her feeling she was treated in a rude and patronising way –

though I don't think that was the intention of the call handler. I think it's appropriate DG have apologised and offered compensation (as a goodwill gesture). considering the circumstances of the case, I think £20 is fair and reasonable for one phone call.

Assuming they haven't paid the sum, I think DG should pay Ms A £20 for distress and inconvenience.

My final decision

For the reasons set out above, my final decision is that I require Domestic & General Insurance Plc to:

- Pay Ms A £20 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 13 November 2023.

Paul King
Ombudsman