

The complaint

Miss S complains about Domestic & General Insurance Plc ('D&G')'s handling of a claim on an insurance policy for a kitchen appliance.

What happened

Miss S bought a D&G insurance policy on 30 December 2022 to cover a small kitchen appliance. The policy was a flexible monthly plan to cover breakdown, labour costs, and accidental damage. It was due to start on 29 January 2023.

Miss S first reported a fault with the appliance in early January 2023, however D&G told Miss S she'd have to wait to make her claim because the policy wasn't yet in force. It later arranged for the appliance to be collected and repaired. D&G's repairer missed one appointment to collect the appliance in early February 2023, then collected it a week later.

D&G's repairer found that the appliance couldn't be fixed so D&G offered Miss S a cash settlement of just under £450. It also offered her £100 to apologise for the delay collecting the appliance.

Miss S didn't accept this and brought her complaint to this service. She says D&G's customer service was very poor. She says appointments were missed and phone calls weren't returned as promised. She's also unhappy D&G didn't return the appliance to her.

Our investigator didn't recommend that Miss S's complaint should be upheld. He was satisfied that D&G had settled the claim fairly and in line with the policy terms. He also thought its £100 offer to apologise for the delay collecting the appliance was fair.

Miss S disagreed with our investigator, so the case was passed to me to make a final 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.

Miss S's policy covers her for "*mechanical or electrical breakdown (after the manufacturer's guarantee)*" and "*accidental damage (during and after the manufacturer's guarantee)*".

Miss S told D&G her appliance was broken. D&G's expert examined it and decided it couldn't be fixed. Under the policy terms, D&G is obliged to repair or replace the appliance or offer the policyholder vouchers or the "*cash equivalent*" for the full retail price of a replacement. D&G made a cash transfer to Miss S, based on the value of a similar make and specification as her appliance. I've not seen any evidence that this valuation was unfair, and Miss S hasn't challenged this.

Under the policy terms, once the appliance was considered beyond repair it became D&G's property ("*If the product is taken or sent away from your home for repair but is then replaced, the original product will become our property and we will dispose of it.*"). This is relatively

common in insurance policies, and I don't think it's unreasonable. I see no reason why D&G should have returned the broken appliance to Miss S.

So I'm satisfied that D&G fulfilled its obligations under the policy when Miss S's appliance couldn't be fixed.

That leaves the matter of D&G's customer service. The evidence the parties have submitted shows the timeline was as follows:

- 9 January: Miss S called D&G and reported the fault with her kitchen appliance.
- 3 February. D&G arranged for its repairer to collect the appliance on 7 February.
- 7 February. D&G's repairer failed to attend the appointment to collect the appliance.
- 10 February. Miss S complained to D&G.
- 13 February. D&G's repairer collected the appliance.
- 17 February. D&G apologised and offered Miss S £100 for the missed appointment.
- 22 February. D&G told Miss S the appliance couldn't be fixed. It offered a cash settlement which would be in her account "*within 3-5 working days*".

So there were 10 days from when D&G first arranged collection and the appliance being collected, and a further 12 days before Miss S was told it wasn't repairable. I don't think that's an unreasonable length of time, particularly for an item most people might consider non-essential.

D&G explained that there was some confusion about Miss S's address. That's evident from the phone calls I've listened to, for example on 3 February 2023 when D&G's agent couldn't trace Miss S's policy under her home address.

I see that there are two addresses on the policy documents – her home address and a rental property. It appears from D&G's internal notes that its repairer visited the rental property to collect the appliance rather than Miss S's home address. D&G offered Miss S £100 to apologise for this. In the circumstances, I think that's fair.

I know Miss S says she had a lot of problems trying to communicate with D&G's repairers and I understand she would have been frustrated by this. However, overall I think D&G has acted reasonably. It collected and assessed the appliance in a timely manner. Its settlement was fair, and I think its £100 offer to apologise for the missed collection was also fair. I'm not going to ask it to do anything more.

My final decision

My final decision is that I don't uphold the complaint because I think D&G's offer is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 21 November 2023.

Simon Begley
Ombudsman