

The complaint

Mr S complains that Domestic & General Insurance Plc's (D&G) engineers damaged his tv and his property whilst carrying out a repair, under his household warranty insurance policy.

What happened

Mr S made a claim to D&G to fix his tv. It arranged for two engineers to visit and carry out the repairs. He says one of the engineer's was hostile towards him and had a complete disregard for his property. He says the engineer kicked his belongings out of the way, damaged the back of his tv and lost a screw.

Mr S says he called the police while the engineers were at his home. He feels the police took the side of the engineers. When he contacted D&G he was told he'd been aggressive and disruptive toward the engineers whilst they were carrying out the repairs.

In its final complaint response D&G says where damage is caused by one of its repair companies, this damage is covered under the repairer's insurance. It referred Mr S to contact its repairer directly and provided a contact number.

Mr S didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. She says Mr S's account of events and that of the engineers differ. As there are no independent witnesses, and no action was taken by the police, she didn't think there was evidence to show the engineers behaved inappropriately. She says the records show Mr S's tv was repaired. And no evidence had been provided that showed damage had been caused to his property.

Our investigator didn't think it was unreasonable for D&G's contractor to insist on written correspondence due to the abusive behaviour it had highlighted.

Mr S didn't agree with this outcome. He asked for an ombudsman to consider his complaint.

It has now 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.

Having done so I'm not upholding Mr S's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

D&G contacted its contractor to discuss what its engineers had reported following their visit to fix Mr S's tv. I've listened to the call recording from this discussion.

During this call the contractor's agent reads out the notes from the repair visit. He says Mr S had been "*causing trouble*" and was claiming that parts of the tv had been damaged. He referred to the police having been involved and it had been explained to the engineers that

Mr S was going through a difficult time. The engineers reported that the tv was repaired, with the sound and picture working as expected. It was reported that, when asked, Mr S couldn't point out which part of the tv the engineer had broken. Following this conversation, the engineers left.

I've also carefully considered Mr S's testimony. Specifically, that the engineer broke something on his tv, kicked his belongings out of the way, and lost a screw from the back of his tv.

I don't doubt Mr S's recollection of events. But this clearly differs from what the engineers reported. I haven't seen any evidence to show that damage was caused during the repair visit. I haven't seen a police report, but I note Mr S's comments that he thinks the police took the engineer's side. Based on this evidence I can't reasonably conclude that the engineers employed by D&G behaved inappropriately or caused damage to Mr S's property. I note that Mr S hasn't disputed that his tv was successfully repaired.

Having considered all of this, I don't think D&G has reasonably been shown to have done anything wrong. I'm sorry Mr S was upset, but I can't fairly ask D&G to do anything more to resolve his complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 11 January 2024.

Mike Waldron
Ombudsman