

The complaint

Miss S complains about Domestic & General Insurance Plc (“DGI”) and the way they handled the claim she made on her Appliance Insurance policy.

What happened

Miss S held an Appliance Insurance policy, underwritten by DGI, which provided cover for her fridge freezer. Unfortunately, in late June 2023, Miss S noticed a fault on her fridge freezer and so, she contacted DGI to make a claim.

DGI initially attempted to repair the fridge freezer, but this attempt failed and so, it was deemed irreparable. Because of this, Miss S was passed to DGI’s product replacement team to choose a replacement.

Initially, Miss S was unhappy with the replacement options provided to her. And after voicing her concerns about this, DGI agreed to offer the model Miss S wanted for an upgrade fee. But when the replacement was delivered, by a separate delivery agent who I’ll refer to as “R”, it was discovered that the fridge freezer chosen wouldn’t fit through the doors to Miss S’ home. And so, the delivery couldn’t be completed.

Miss S called DGI to complain about this, as she felt it was DGI’s responsibility to ensure the replacement chosen was installed satisfactorily. DGI didn’t agree, and they explained any access work needed, such as removing door frames or the appliance handles, would be the responsibility of Miss S, and not themselves.

Miss S was unhappy about this and so, she raised a complaint. Miss S was unhappy with the level of service DGI had provided, and the fact she was without access to a working fridge freezer through no fault of her own. She explained the fridge was needed for her mom’s medication and so, she explained how this was causing her worry and upset. Miss S wanted DGI to arrange for the fridge to be installed, at no cost to herself, regardless of the work needed to make this happen.

DGI responded to the complaint and didn’t uphold it. They thought they’d acted fairly, in line with the policy terms Miss S held. They explained their responsibility ended at ensuring the delivery fee was paid for. And so, any issue with the delivery itself would be the responsibility of Miss S, and R, to resolve. They thought they had acted fairly by offering to arrange for a doorstep delivery, or for another, alternative model to be delivered. So, they didn’t think they needed to do anything more.

The day after DGI’s complaint response, Miss S agreed to take a cash settlement to the value of the fridge freezer, for her to arrange her own replacement and delivery. But she remained unhappy with DGI’s response and so, she referred her complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They thought DGI had acted fairly, and in line with the terms of the policy, when processing Miss S’ claim. They thought DGI had been more than fair when agreeing to offer Miss S the replacement she wanted, even though this wasn’t included within the scope of her policy. And they thought DGI had

made reasonable attempts to resolve the delivery issue, considering what they were responsible for. So, while they appreciated the inconvenience Miss S had experienced including the time taken speaking to DGI throughout the claim process, our investigator didn't think this had resulted from something DGI did wrong. And so, they didn't think DGI needed to do anything more.

Miss S didn't agree. She didn't think our investigator had fairly considered, or compensated her for, the distress and inconvenience she'd been caused. She maintained her belief that it should've been DGI's responsibility to ensure the delivery of the replacement was completed satisfactorily and so, she thought DGI had acted unfairly when not doing so. Miss S also referred to financial losses she felt she incurred needing to call DGI, and the purchasing of a small replacement fridge while the claim was ongoing. As Miss S didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss S. I recognise Miss S' original fridge freezer broke down unexpectedly, through no fault of her own. So, I can understand the inconvenience and upset this would no doubt have caused. And I appreciate that Miss S paid for the insurance policy provided by DGI to assist her, both practically and financially, in situations such as the one she found herself in.

So, when Miss S encountered difficulties in receiving delivery and the installation of the replacement fridge freezer, I can understand why Miss S would feel it was DGI's responsibility to sort. And, as they were unable to do so, leading to Miss S taking a cash settlement instead, I can understand why Miss S feels DGI treated her unfairly and why she wants to be compensated accordingly.

But for me to say DGI should do something more, such as compensate Miss S or cover any financial losses she incurred, I first need to be satisfied they've done something wrong. So, I'd need to be satisfied that DGI failed to fulfil their contractual responsibility, set out within the terms and conditions of the policy Miss S held. Or, if I think DGI did act within these, I'd need to be satisfied that DGI acted unfairly in some other way. And in this situation, I don't think that's the case.

I've seen the terms and conditions of the policy Miss S held. And these explain that, where the insured appliance can't be repaired, DGI will *"arrange to replace your appliance with one of a same or similar make and technical specification"*. In this situation, it's not in dispute that the original fridge freezer couldn't be repaired. So, I'd expect DGI to arrange for a replacement to be delivered. And I'm satisfied this is what DGI did.

And having considered the system notes, call recordings, and both parties' testimony, I'm satisfied that DGI acted more than fairly by agreeing to arrange the delivery of a specific model of fridge freezer, at Miss S' request, that wasn't originally offered as a replacement for the original model Miss S held. As Miss S sourced this specific make and model herself, rather than it being put forward by DGI initially, I would've expected Miss S to ensure its dimensions and specification fit within her home, as an adequate replacement. And so, I

think this was her responsibility, and not DGI's.

The terms and conditions of the policy go on to explain that DGI *"will pay the delivery charges for any replacement under this policy"*. And I'm satisfied DGI did so, as I've seen no evidence to show Miss S had to make a payment related directly to delivery of the replacement she ordered. But crucially, I don't think DGI covering the cost of this delivery means they were responsible for the actions of R.

In this situation, the replacement fridge freezer was attempted to be delivered as intended, and as DGI had paid for. But, due to the size of the fridge freezer compared to the size of the doorways in Miss S' home, delivery couldn't be completed.

I recognise Miss S feels it was the responsibility of DGI to ensure the fridge freezer was delivered successfully, so that it could be used and installed. But the terms and conditions also explain *that "in all cases, you will be responsible for installing the new appliance and paying any related costs"*.

I can see from the system notes that DGI offered to rearrange delivery and have the fridge freezer delivered to Miss S' doorstep, so she could then arrange for access to be made so the fridge freezer could be taken inside. And I think this was a reasonable option put forward by DGI, as I think it's clear from the terms and conditions that any related costs to the installation of the fridge freezer would be the responsibility of Miss S. And I think that includes any work needed to widen the doorways, or remove appliance doors, as this is all work that would be required after the fridge freezer had been delivered to Miss S' address. And so, I don't think I can say DGI have acted unfairly when attempting to arrange a replacement for Miss S, under the terms of the policy.

But as I explained above, I've also thought about whether DGI acted fairly overall. I recognise Miss S doesn't think they have, and she's pointed to the time she's spent speaking to DGI trying to resolve the situation.

I've considered all the system notes, and the call recordings of the conversations between Miss S and DGI. And I do recognise the time Miss S spent speaking to DGI, in an attempt to initially receive a fridge freezer she was happy with, and then to arrange suitable delivery. But throughout all the calls, and contact, I think DGI were acting in Miss S' interests to find a suitable way forward. This is shown by them agreeing to provide Miss S' with a replacement of a make and model that wouldn't usually be offered for the make of fridge freezer she initially insured.

And in the calls between Miss S and DGI regarding the failed delivery, I think DGI put forward reasonable alternative options to try and assist Miss S. Essentially, Miss S wanted DGI to cover the costs of making access to her home but as I've explained above, I don't think this is something DGI were obligated to agree to. So, I don't think I can say they have acted unfairly, or that they have made errors which caused Miss S to contact them on more occasions than she should've needed to do. And so, I don't think they are responsible for the costs Miss S incurred speaking to them.

That's not to say I don't recognise the inconvenience caused to Miss S, and the worry she would've felt due to her mom needing her medication to be stored below a certain temperature. I appreciate the upset this would've caused. And I recognise the claim took over two weeks to reach a conclusion, where Miss S ultimately decided to take a cash settlement. But I can only direct DGI to compensate Miss S for the upset she felt, and any delays she experienced, if I think DGI did something wrong that caused the delay and the upset. And in this situation, DGI aren't responsible for the initial breakdown of the original fridge freezer. Nor are they responsible for the time taken for Miss S to choose what she felt

was a suitable replacement. And As I've already explained above, I don't think DGI were responsible for the issues faced with delivery, due to the size of the appliance compared to Miss S' doorways.

Having looked at the notes, and listened to the calls, I can see it took two days from Miss S making DGI aware of the delivery issue to DGI agreeing to offer a cash settlement which would allow Miss S to arrange her own replacement and delivery. And I think this is a reasonable response.

And while Miss S did spend significant time speaking to DGI during this time, I think a certain level of inconvenience is to be expected in a situation where the delivery has failed because of something DGI were unable to control. So, because of all the above, I don't think I can say DGI have acted unfairly, or done something wrong, that means they should compensate Miss S on this occasion.

I appreciate this is unlikely to be the outcome Miss S was hoping for. And I recognise alongside the compensation, Miss S raised points about financial losses she incurred. I've seen the receipt she's sent our service, which shows she paid for an under counter fridge on 20 July 2023, to store her mom's medication while she arranged her own replacement.

But this fridge was purchased after DGI's complaint response, issued on 19 July 2023. And it was purchased on the same day Miss S agreed to a cash settlement with DGI, which she was made reasonably aware on the call that this settlement would take 3 – 5 working days to be processed. So, I think at this point Miss S was reasonably aware there would be a period of time she would be without a fridge freezer and so, I think Miss S took the decision herself to incur the costs of a short-term replacement. And I don't think this replacement was required because of anything DGI did wrong, as I've already explained at length above. So, I won't be asking DGI to cover the costs of this purchase.

My final decision

For the reasons outlined above, I don't uphold Miss S' complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 31 October 2023.

Josh Haskey
Ombudsman