

## **The complaint**

Mr R is unhappy with the service provided by Domestic & General Insurance Plc (D&G) following a claim made on his breakdown care insurance policy for his laptop.

## **What happened**

In May 2023 Mr R contacted D&G to register a complaint following a claim he had tried to make on his policy. Mr R complained about the lack of policy documents sent to him, the way his claim had been handled, and poor customer service received from a D&G adviser. D&G said it would arrange for another repairer (company T) to investigate Mr R's claim, and determine whether Mr R's laptop could be repaired. D&G also arranged a refund of premiums for one month in resolution of Mr R's complaint.

Mr R raised a further complaint about the cost of his monthly premiums, and poor customer service from another D&G adviser. D&G responded to this complaint and provided an explanation for the monthly premiums charged, and offered £93.78 in resolution of Mr R's complaint.

By July 2023, Mr R's laptop had still not been returned by company T. Mr R contacted D&G to complain about this. He was told D&G had provided the wrong mobile number to company T, and this had delayed return of Mr R's laptop. Mr R wasn't happy with this response, and contacted D&G to discuss what he had been told. Mr R was particularly concerned that D&G hadn't recognised its error in causing delays to the return of his laptop.

Mr R spoke to a D&G adviser on 3 August. During this call the D&G adviser said there was no record of Mr R's laptop being collected by company T, and that the laptop had already been returned in May 2023. Mr R tried to explain that his laptop had been collected a second time, and hadn't been returned by company T. The D&G adviser maintained there was no laptop to return. This call lasted approximately 1 hour and 20 minutes. Mr R complained about this call. D&G initially responded saying the service provided had been reasonable.

D&G subsequently sent another final response letter agreeing that its service had been poor. D&G offered £250 in settlement of Mr R's complaint. Mr R accepted this amount during the call with the D&G adviser, but remained unhappy with D&G's handling of his claim, and referred his complaint to this service.

The investigator found that the service provided by D&G fell short of what we'd expect, but thought the compensation paid totalling £360.05 for the poor level of service was reasonable. D&G agreed to the investigator's findings. Mr R didn't agree. Mr R was particularly unhappy with the way the call of 3 August had been handled. Mr R didn't feel the compensation paid to him reflected the stress caused during this call, and the way his claim had overall been managed. As the complaint couldn't be resolved, it was passed to me for 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.

During a call with this service on 15 August 2023, Mr R confirmed his complaints about the premiums charged, his policy renewal documents, and the service provided prior to the final response letter sent in June 2023, have been dealt with reasonably by the D&G adviser that resolved his complaint at the time.

Mr R has confirmed the crux of his outstanding complaint relates to the delay in return of his laptop after it was collected on 15 May, and the poor service provided during subsequent calls with D&G, and specifically, a call on 3 August when information relating to return of his laptop was disputed. I've focused my decision on these complaints when determining what fair and reasonable compensation should be.

It's not disputed that the service provided by D&G fell short of the standard we'd expect. The dispute now relates to the award of compensation that should be paid in recognition of what went wrong, and the impact on Mr R. 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 has affected what I think is the right outcome.

#### *Delay in returning Mr R's laptop*

Mr R's laptop was collected for repair by company T on 15 May 2023. I have seen that return of Mr R's laptop was arranged for 31 August. D&G has confirmed that part of this delay was caused by company T holding incorrect contact information for Mr R. However I think D&G should've been more proactive in managing Mr R's claim, and reaching out to Mr R sooner than it did, to explain the delay in return of his laptop.

During a call with a D&G adviser on 6 July Mr R was told that company T held wrong contact details for Mr R. The D&G adviser told Mr R that an email would be sent with details for arranging return of his laptop. But I can't see that this was sent. In the final response letter sent to Mr R on 19 July, Mr R was informed '[company T] *require you to contact them to confirm the residential address, they need to send the laptop to... Please contact the repair agent- [telephone number] and arrange a delivery date with the repair agent.*'

I'm satisfied D&G could've done more to manage Mr R's claim properly to ensure efficient return of his laptop. It was almost two months after it had been collected from Mr R that Mr R received a meaningful update about the reason for the delay. This was only chased by D&G on 6 July with the company T. I'm satisfied that once it was established what had caused the delay, Mr R was provided with contact information to arrange for delivery of his laptop. But I can't see that this was done on 6 July, as agreed with Mr R. This information was provided in the final response letter sent on 19 July. I haven't seen any evidence to confirm that Mr R arranged for delivery of his laptop following confirmation about how to do this.

I note Mr R called D&G on 3 August. Because the call with the D&G adviser wasn't helpful, this caused further delay in return of Mr R's laptop. Following investigation of Mr R's complaint, D&G arranged for Mr R's laptop to be returned. This was arranged for 31 August.

When thinking about the delay caused in returning Mr R's laptop, I'm satisfied there were parts of the claim that D&G could've handled better. This includes the initial delays caused by company T trying to reach Mr R on a wrong number, and this not being determined until 6 July by D&G. The call of 3 August further confused matters, and resulted in more delay, because of what Mr R had been told about D&G's position on his claim.

I'm persuaded by Mr R's testimony that it caused him unnecessary trouble and stress in chasing D&G for return of his laptop, over several months. Mr R was also without use of his

laptop during this time. I am mindful that Mr R was provided with contact details on 19 July, but I haven't seen any evidence to say that he tried to arrange for delivery of his laptop after being provided with this information. I do accept that Mr R instead tried to speak to a D&G adviser, but this call didn't go well. I've considered these factors when thinking about what fair compensation should look like for what went wrong in the handling of Mr R's claim, and the impact on him.

#### *Poor service provided during call of 3 August 2023 (and other calls)*

For completeness I have listened to all calls provided to this service, from May- August 2023, showing the customer service provided by different D&G advisers. I note that Mr R has accepted compensation for earlier events concerning his claim (£93,78 paid in June 2023), and the crux of his outstanding complaint concerns events after this time- specifically during the call of 3 August.

Mr R has also expressed disappointment with a call that took place on 6 July. This is the call where Mr R was told that company T held wrong contact information for him. Mr R says the D&G adviser failed to take responsibility for incorrect contact information being provided to company T, resulting in delay in return of his laptop. I've listened to this call but I don't agree that the level of service provided was unreasonable. I accept that the D&G adviser could've done more to apologise for D&G's role in causing delay. But the D&G adviser did enough to explain why there had been a delay. The final response letter sent on 19 July informed Mr R what he would need to do to arrange for delivery of his laptop.

I have listened to the call of 3 August between Mr R and a D&G adviser (the call Mr R has specifically referenced as an example of the poor received from D&G). This call was made by Mr R following the final response letter sent on 19 July. Mr R has explained that he made this call because he was unhappy that the letter of 19 July didn't address D&G's role in causing delay to the return of his laptop.

During the call of 3 August, the D&G adviser repeatedly informed Mr R that his laptop had been returned to him in May 2023. Mr R tried to inform the D&G adviser that his laptop had been collected a second time (also in May 2023), and had been sent to another repairer, and hadn't been returned. The conversation became heated at times. It is clear that both Mr R and the D&G adviser became frustrated with the other party's lack of understanding of their position. This caused the tone and behaviour (across a call that lasted one hour and 20 minutes) of both Mr R and the D&G adviser to become increasingly stressed, and upset.

D&G has admitted that the call wasn't handled in line with their usual standards. It's clear from the evidence I've seen that the D&G adviser didn't have a clear understanding of Mr R's concerns, and repeatedly provided incorrect information about the status of his claim. In particular, the D&G adviser maintained that there wasn't anything further D&G could do to help, because Mr R's laptop had already been returned to him. This was incorrect, and caused further stress and upset to Mr R throughout the call.

Mr R was directed to make a public liability claim to take matters further. The D&G adviser failed to listen to Mr R's concerns about previous information he'd been provided with about the location of his laptop. Mr R made several attempts to explain the evidence he'd received, including letters and emails, confirming that his laptop remained with a second repairer. Despite Mr R's express concerns about not receiving his laptop back, the D&G adviser failed to acknowledge what Mr R was saying. Further, Mr R was sent a letter was sent on 10 August confirming what the D&G adviser had told him, which caused more frustration.

#### **Putting things right**

It's not disputed that D&G could've done more to actively manage Mr R's claim, and the level of customer service provided was poor at times. I've considered our compensation limits, and approach to awarding compensation. And overall, I'm satisfied the £250 compensation already paid is in line with our approach. So I won't be asking D&G to do anything more in settlement of Mr R's complaint. I can understand this is likely to come as a disappointment to Mr R but I hope my findings go some way in explaining why I've reached this decision.

Thinking about our award bands, I'm satisfied £250 recognises D&G could've handled things better. But also that there were parts of the claim that did progress as we'd expect- including the time in which repairs were completed by company T, and the action taken to put things right once the cause of the delay was discovered by D&G.

I've considered what Mr R has explained about being without a laptop. And I agree that this would've caused frustration and inconvenience. But I haven't seen any evidence to say that the compensation amount should be increased because of the impact on Mr R as a result of being without his laptop. I have taken on board what Mr R has explained about the impact on his mental health, and the stress in chasing progress of his claim with D&G. But I'm satisfied the compensation already offered recognises the upset caused to Mr R. I'm also persuaded that although the call of 3 August was poorly handled, the impact of this was short-lived. D&G took steps to put things right, including agreeing a level of compensation that was acceptable to Mr R, during its call with him on 25 August.

Having considered in detail all the representations made by Mr R, and the evidence I've seen and heard, I'm satisfied D&G has done enough to recognise the upset caused to Mr R. The compensation paid reasonably reflects the impact on Mr R because of the parts of his claim that were handled poorly. So for the reasons I've explained, I won't be recommending D&G do anything more in settlement of Mr R's complaint.

### **My final decision**

For the reasons provided Domestic & General Insurance Plc isn't required to do anything more in settlement of Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 15 February 2024.

Neeta Karelia  
**Ombudsman**