

The complaint

Ms W is unhappy with a replacement washing machine Domestic & General Insurance Plc “D&G” supplied under her appliance protection policy.

What happened

Ms W held a policy with D&G which covered her washing machine for breakdown and accidental damage. In May 2021, her machine failed and she made a claim.

D&G sent an engineer to examine her machine, who found it needed new parts that would take a couple of weeks to arrive. After hearing nothing back, Ms W chased D&G. It turned out the parts were no longer available – so D&G offered a replacement.

After the installation, Ms W found the new machine didn’t perform as she expected. It took longer to wash, it didn’t clean properly and the clothes were too wet at the end of the cycle. She was also concerned about its energy efficiency as the rating appeared to be different to what D&G had told her it would be.

She complained in early July and D&G rejected her complaint. It suggested that the washing machine’s cycle might take longer than her old one because of changes in energy use to ensure it was more efficient. It advised her to speak to the manufacturer or supplier about the washing performance as the appliance could be faulty. Mrs W remained unhappy and thought D&G should replace her machine again.

Our investigator looked into Ms W’s concerns and said the washing machine D&G supplied met the terms of the policy. She didn’t think D&G was responsible for the performance of her washing machine. However, she found D&G caused Ms W distress as a result of its communication with her. Our investigator recommended D&G pay £150 to compensate Ms W.

D&G accepted our investigator’s recommendation. But Ms W disagreed with our investigator’s view. She said the new machine doesn’t perform well enough, continues to leave her clothes hard and stiff or soaking wet, and £150 isn’t enough for her to buy a new machine. So, the case has 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.

I can appreciate how frustrating this has been for Ms W. I’ve looked very carefully at everything that’s happened and whether D&G has acted fairly and within the terms and conditions of her insurance policy. Having done so, I’ve reached broadly the same conclusions as our investigator. I’ll explain why.

Ms W’s policy covered her washing machine against mechanical or electrical breakdown. If an appliance couldn’t be repaired, the policy would cover the cost to replace it with “one of a

same or similar make and technical specification.” So, I’ve had to determine whether the machine D&G provided to Ms W met the terms of her insurance contract.

I’ve listened to the calls between Ms W and D&G. D&G originally said it would send a link to a list of machines from which Ms W could choose a replacement. But it later proposed a machine for her. It explained the specifications of this machine and Ms W accepted it. By this point, Ms W had been without the use of her machine for around five weeks. And as the issues with the new one relate to its performance, I don’t think having a choice of machines and the time to research their specifications would likely have made a difference to the outcome. So, I think it was reasonable that D&G proposed a replacement rather than sending a list. It also waived the installation and disposal costs which I think was fair given the length of time Ms W had waited.

I’ve looked carefully at the specifications of the two machines and I’ve considered Ms W’s comments. The original machine was made in 2008. D&G replaced this with a modern machine that has a larger capacity, a faster spin, and other modern features – all in line with what D&G told Ms W over the phone.

After the machine arrived, Ms W raised concerns that the energy efficiency rating was “D” when she’d been told it was “A+++” over the phone.

D&G said these are all due to the modern specification of the machine and changes in energy efficiency regulations. It said the difference in energy rating is due to a change to the rating certification scale – where a current “D” is equivalent to “A+++” under the old scale.

D&G has sent us a copy of the product specification. I can see from this that whilst the product is showing as “D rated”, it also shows a “*Pre 2021 energy rating*” of “A+++”. So, I’m satisfied that what D&G told Ms W was correct.

Ms W found the new washing machine didn’t perform as well as her old one. The eco wash took much longer, the quick wash left her laundry soaking wet and stains weren’t removed properly. I appreciate this is frustrating for Ms W. But D&G has commented that the programmes and time a wash can take has changed from when Ms W purchased her previous machine because appliances have been improved to consume less energy. I think this is a reasonable explanation for why Ms W has found she needs to put her clothes in for a longer wash. And I think it’s likely this would be the case with any modern machine D&G supplied.

Having reviewed the specifications of both machines, I’m satisfied that D&G has done what the policy terms required it to do. As the replacement has a higher spin speed, there should be a programme with which Ms W can properly spin her clothes. D&G did suggest Ms W speak to the manufacturer to ensure there are no faults with her machine, which I think was a reasonable suggestion, given that it had a 12 month manufacturer warranty. So, I won’t be asking D&G to supply a further machine.

I’ve also considered the length of time D&G took to deal with Ms W’s claim and its communication with her. Ms W had to wait almost three weeks for an engineer to look at her machine. After D&G told her that her machine needed new parts, it failed to tell her that the parts weren’t available. It wasn’t until Ms W called D&G that this was revealed. She also had difficulty getting through to D&G on the phone on several occasions. I understand Ms W was without a washing machine for around six weeks. Ms W needed her machine replaced quickly, because she has a disability which meant she wasn’t able to use public transport to visit a laundrette. So, I think this would have been particularly distressing and inconvenient for her.

However, D&G covered the costs of Ms W's new washing machine's installation and the disposal of her old one. It's also agreed to pay the £150 our investigator recommended for distress and inconvenience. And I think this is a fair amount to put things right.

Putting things right

D&G should pay Ms W £150 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Ms W's complaint and direct Domestic & General Insurance Plc to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms W to accept or reject my decision before 2 August 2022.

Anne Muscroft
Ombudsman