

## **The complaint**

Mr B is unhappy Domestic & General Insurance Plc (D&G) has declined a claim he made under his appliance breakdown insurance policy.

## **What happened**

Mr B has a breakdown policy for his dishwasher with D&G. In February 2022 he reported a fault with his dishwasher. An engineer attended and replaced the tablet dispenser, and this resolved the fault.

However, a week later, further faults occurred with the dishwasher and this was reported to D&G. An engineer attended and at the visit Mr B told them he'd washed paintbrushes and rollers in the dishwasher previously.

The engineer said the dishwasher had been misused. D&G declined the claim on the basis Mr B hadn't used it in accordance with manufacturer recommendations, which was a breach of the policy terms, and they said this had caused the issues.

However, D&G offered Mr B £15 compensation in total for not calling Mr B back when he raised a complaint and for the service provided. Mr B remained unhappy and approached this service.

Our investigator looked into things and initially didn't uphold the complaint. She said that Mr B had breached the policy terms, and the engineer had said the damage had been caused by Mr B washing paintbrushes and rollers in the dishwasher. So, she said D&G hadn't acted unfairly by declining the claim. She said D&G had paid £15 compensation and that was fair in the circumstances.

However, our investigator re-reviewed things and her view of what was fair and reasonable changed. She said that there wasn't any evidence to show that washing paintbrushes and rollers had actually caused the fault as the engineer hadn't inspected the dishwasher, instead they'd assumed that was the cause.

So, the investigator recommended that D&G should inspect the appliance to determine the actual cause of the fault, and to see if this was something covered by the policy. And she said D&G should pay Mr B an additional £35 compensation for the distress and inconvenience caused, taking the total to £50.

D&G didn't agree and asked for a final decision from an ombudsman.

## **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 understand that an engineer first attended after a reported fault in February 2022. They replaced the tablet dispenser and the dishwasher continued working.

A week later, another fault was reported, which indicated there was a blockage and draining issues.

Mr B told the engineer that attended that he had previously washed paintbrushes and rollers in the dishwasher. D&G said the machine hadn't been used in accordance with the manufacturer guidelines and this has caused the issues. D&G subsequently declined the claim on basis of the following conditions and exclusions in the policy:

*"Important conditions*

- *Your product must have been installed, maintained and used in accordance with the manufacturer's instructions.*

*Exclusions*

*We shall not be liable for:*

- *claims where you have breached the important conditions or failed to comply with your responsibilities set out in the policy"*

I agree with D&G's view that washing paintbrushes and rollers in a dishwasher isn't in line with the manufacturer's intention for Mr B's appliance. And if that was the *actual* cause of the damage or fault with the dishwasher, then it might have been reasonable for D&G to rely on the policy exclusion and decline the claim on this basis. But the incorrect use of the machine by washing paintbrushes and rollers would need to be material to the loss/fault that occurred to fairly apply that exclusion.

However, the engineer that attended didn't actually inspect the appliance to determine the cause of the fault. They've solely reached their conclusion based on Mr B telling them he washed paintbrushes and rollers in the appliance. But they've not shown this is what *actually* caused the fault to occur.

The fault *could* have been caused by the manner in which it was used and washing paintbrushes and rollers in it. But it also *could* be the result of a number of different things, given it is a suspected blockage and drainage issue. But because the engineer didn't actually inspect the appliance, the actual cause isn't known.

In the circumstances, I think it would be fair and reasonable for D&G to inspect the dishwasher to establish the *actual* cause of the fault and breakdown, and reconsider whether this is something covered, or excluded, under the terms of Mr B's policy based on the actual determined cause.

I recognise that D&G has already paid Mr B £15 compensation for the service he received when he complained. But I think the engineer should've carried out an inspection of the actual cause when they visited, rather than making an assumption and D&G then relying on this to decline the claim. With this in mind, I think Mr B should be given a further £35 compensation for the distress and inconvenience caused taking the total amount to £50.

### **My final decision**

It's my final decision that I uphold this complaint and direct Domestic & General Insurance Plc to:

- Inspect Mr B's dishwasher to determine the cause of the fault, and whether this is something covered under his policy
- Pay Mr B a further £35 compensation taking the total amount to £50

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

Callum Milne  
**Ombudsman**