

## **The complaint**

Mrs O complains about the actions of Domestic & General Insurance Plc (“D&G”) after she made a claim under her appliance insurance policy.

Mrs O is represented in this complaint by her son, Mr M.

D&G is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As D&G has accepted it is accountable for the actions of the agents, in my decision, any reference to D&G includes the actions of the agents.

## **What happened**

In mid-2023, Mrs O made a claim under her appliance insurance policy with D&G because the glass in the door of her cooker was broken.

D&G arranged for an engineer to attend. The engineer noticed that the cooker hadn’t been installed correctly, so he removed the mains cable. He said it would be up to Mrs O to arrange for an electrician to reinstall the cooker and this would need to be done before he could return to complete the repairs covered by the policy.

Mr M says he agreed to call his own engineer to correct the installation, but he couldn’t do this because D&G’s engineer had cut the cable. He says D&G refused to provide a replacement cable. So, Mrs O raised a complaint with D&G.

D&G said the report from the engineer’s visit said an unsafe installation was done. Mrs O had been advised to reinstall the appliance with a hard-wired cooker port before the engineer could return to complete the repair. D&G said installation and electrical breakdown was not covered under the terms of Mrs O’s policy. It suggested Mrs O contact her installer to raise the issue of the unsafe installation and have an electrician also inspect this for safety measures.

Mrs O and Mr M remained unhappy and asked our service to consider the matter.

Our investigator didn’t think Mrs O’s complaint should be upheld. She didn’t think D&G had acted unreasonably, considering the safety concerns. She thought it was fair for D&G to say it would carry out the repairs covered under the policy once the installation issue had been rectified.

Mr M didn’t agree with our investigator’s outcome. He said his own engineer needs a cable to install the cooker because the cooker can’t be installed without hard wiring. He felt D&G hadn’t supported him and Mrs O because it had removed their cable without replacing it with a new one, leaving them unable to cook proper food. He felt D&G had a duty to bring its own engineer to install the cooker. So, the complaint 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.

Having done so, I've decided not to uphold Mrs O's complaint. I'll explain why.

According to the policy's terms and conditions, cover is provided for "*breakdown (after the manufacturer's guarantee)*" and "*accidental damage (during and after the manufacturer's guarantee)*" to the insured appliance. However, there is an exclusion for:

*"damage during delivery, installation or transportation of the product by a third party who is not under our instruction."*

The engineer who looked at the cooker in July 2023 has noted:

*"Main oven door, hinges and screws all missing, unsafe installation 4.2 kW appliance fitted on 13 amp plug top which had melted in socket and terminal block, removed mains cable from appliance advised customer electrician would need to fit hard wired cooker point before we can return to fit parts..."*

I appreciate the purpose of the engineer's visit was to replace the damaged glass in the oven door. However, it seems from the above that the cooker was dangerous. So, I think the engineer was right to remove the cable. The engineer said he would carry out the repairs covered by the policy once the cooker had been safely reinstalled. I think this was reasonable.

Mr M says his own engineer was unable to install the cooker because the cable was missing. However, the cable appears to have been damaged as a result of the unsafe installation of the cooker. So, I'm not persuaded that D&G is responsible for replacing it.

I know my answer will be disappointing for Mrs O and Mr M. But I think D&G has acted fairly and reasonably, in line with the policy's terms and conditions.

### **My final decision**

For the reasons I've explained, I don't uphold Mrs O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 12 April 2024.

Anne Muscroft  
**Ombudsman**