

The complaint

Mrs S has complained about Domestic & General Insurance Plc's (D&G's) decision to decline a claim she made on her breakdown protection policy for her damaged vacuum cleaner.

What happened

Mrs S purchased a breakdown protection policy with D&G to cover her vacuum cleaner in July 2023.

On 9 August 2023, Mrs S made a claim on the policy, which was accepted, and her vacuum cleaner was repaired. Mrs S then cancelled her direct debit on 14 August 2023, and her policy came to an end on 15 September 2023.

The vacuum cleaner broke down again and Mrs S contacted D&G to book it in for repair, however, as she'd cancelled her policy D&G declined to assist her further.

Mrs S told us that D&G had suggested there may be a warranty on the repair that was previously completed, but didn't contact her to confirm whether or not that was the case.

Mrs S phoned D&G on 9 October 2023 to complain about the lack of communication. D&G said it had sent Mrs S an email but she says it was never received.

Unhappy with how D&G had handled her complaint, Mrs S referred her complaint to this service.

One of our investigators looked into what had happened and issued her view not upholding the complaint on 16 February 2024. In summary, she concluded that she wasn't able to ask D&G to do anything differently because:

- considering the period of time in which Mrs S took out the policy, made the claim for the repair, and cancelled the policy, she didn't think it was unreasonable for D&G to conclude that the vacuum cleaner wasn't working when the policy was taken out; and
- the policy doesn't offer a warranty on the repair of goods but if there was clear evidence to show the Dyson cleaner failed for the same fault within one month of repair, D&G's repair agent could look to repair it free of charge. However, as Mrs S had disposed of the vacuum cleaner, it wasn't possible to conclude whether its further fault was due to the first repair or was due to an existing fault with the vacuum cleaner.

Our investigator also explained that she wasn't upholding Mrs S' complaint about the service D&G had given her. Mrs S was informed over the phone, when she notified D&G of her second claim, on 5 October 2023, that the claim wouldn't be covered. D&G also wrote to Mrs S on 12 October 2023, and 2 November 2023. So, it had communicated with her following the second attempt to claim on the policy. And while it was frustrating for Mrs S that D&G didn't phone her back to again confirm whether it would consider her claim for a faulty

repair, the impact of them failing to do so didn't warrant an award of compensation. This was because Mrs S had cancelled the policy at that time, so was no longer a customer of D&G, and D&G had already explained why a second repair wouldn't be carried out.

Mrs S didn't agree with our investigator's view and asked for an ombudsman's decision on her complaint.

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 come to the same conclusion as our investigator and for the same reasons. I will explain why, by first making reference to the policy terms and conditions.

At the bottom of page three of the certificate of insurance it says:

"Other important information about your policy.

Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your appliance must be:

- owned by you;
- in good working order when you take out the policy;"

On page 3 of the policy terms under the heading: '*What this policy covers*' it says: '*Breakdown (after the manufacturer's guarantee) If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product.*'

D&G's case notes record that when Mrs S purchased the policy she did so to get a repair carried out to the vacuum cleaner. Once the repair was completed, after making one payment, Mrs S cancelled the policy. When considering whether or not to cover the subsequent fault which arose after the policy had been cancelled, D&G's notes record that it would not provide any further cover, as the appliance had been faulty when Mrs S first took out the policy. The notes also record that when Mrs S phoned to request a further repair to the vacuum cleaner, on 5 October 2023, she admitted that she had taken out the policy to get the repair done on an already broken vacuum cleaner.

Given the short time period within which Mrs S took out the policy, made a claim for a repair, then cancelled the policy, I think it was reasonable for D&G to conclude that the vacuum cleaner was not in good working order when Mrs S had taken out the policy. Nonetheless, D&G arranged for the repair to be undertaken, and the vacuum cleaner worked for a further three weeks. It then broke down again, and despite having cancelled the policy, Mrs S requested a further repair under the terms and conditions from D&G, on the basis that she believed the fault was due to an inadequate repair when she first claimed in relation to this appliance.

D&G have explained that if the further fault had occurred within four weeks of the repair, investigations could be carried out to see whether the further fault was due to an inadequate repair. However, that clearly wouldn't be possible where the vacuum cleaner had been

disposed of. Also, given the vacuum cleaner was likely not in good working order when the policy was taken out, D&G felt the policy shouldn't have been put in place, so no further claims would be considered.

As it's not possible to determine what caused the second fault because the appliance has been disposed of, and as Mrs S no longer had cover in place, there was no obligation on D&G to carry out any further repairs. So, D&G did nothing wrong in declining to provide Mrs S with assistance when she contacted it about the second fault.

Having considered the available evidence, I also think D&G communicated reasonably with Mrs S in relation to her claim. It made it clear to her that no further claims would be considered and that the policy would not be reinstated so a further repair could be carried out. Taking everything into account, as D&G haven't acted unfairly or unreasonably towards Mrs S, I am not upholding this complaint.

My final decision

For the reasons given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 19 April 2024.

Carolyn Harwood
Ombudsman