

## **The complaint**

Miss F complains about the actions of Domestic & General Insurance Plc (“D&G”) after she made a claim under her appliance insurance policy. She says it’s responsible for damage to her kitchen floor.

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**

Miss F had an appliance insurance policy with D&G that provided cover for her washer dryer.

Miss F made several claims under her policy and D&G arranged for repairs to be carried out. In November 2023, Miss F raised a complaint with D&G. She said she’d previously had to replace her kitchen floor because the appliance had been leaking. She said she’d noticed it was leaking again and had caused damage to her new floor. This was the fourth time it had been leaking in the last year. She wanted D&G to replace her machine and also compensate her for the damage to her floor.

D&G arranged for an engineer to visit Miss F’s property. Following this, D&G agreed the appliance should be written off and provided her with a replacement. But it said the damage to the floor was an indirect cost which was an exclusion on her policy. It suggested that she ask the repair company if it would consider raising a claim against their public liability insurance.

Miss F remained unhappy and asked our service to consider the matter.

Our investigator didn’t think Miss F’s complaint should be upheld. He was satisfied that the damage to the floor wasn’t covered by the policy, and he wasn’t persuaded that D&G was responsible for causing the damage.

Miss F disagreed with our investigator’s outcome. She said the washer dryer caused a substantial amount of damage to her kitchen floor and she’d had to pay £800 to replace it in December 2022. The same fault had caused the exact same substantial damage to her kitchen floor. She questioned how our investigator could deem the decision fair. So, Miss F’s 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 Miss F’s complaint. I’ll explain why.

The policy provides cover for breakdown and accidental damage to Miss F’s washer dryer.

The policy's terms and conditions say:

*"Breakdown (after the manufacturer's guarantee)*

*If your appliance suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement appliance."*

There is an exclusion for *"damage to any other property or possessions, unless it is our fault."*

Miss F says the damage to her flooring is D&G's fault because it didn't carry out effective repairs to her washer dryer after she reported it was leaking in November 2022. She says it should have replaced the appliance at that time rather than attempting to fix it.

D&G's notes from the visit that took place in November 2022 say the appliance's fill hose was replaced. Miss F says there was significant damage to her kitchen floor as a result of the leak. She arranged for the flooring to be replaced in December 2022 at a cost of £800.

The next time Miss F booked an appointment with D&G was in March 2023. Miss F says this was because clothing was still wet after a wash cycle had finished. According to D&G's records, Miss F cancelled the March appointment. Miss F says this was due to her personal circumstances and she believes she rebooked it. But she wasn't aware of any leak at that time.

There was a further engineer's visit in June 2023. Miss F says she wasn't aware that the appliance may have been leaking at that time and there was a different issue with the machine. Miss F says that repairs were done to the front of her machine and the engineer didn't pull the appliance all of the way out.

Miss F says she became aware that the machine was leaking again in November 2023. She says it was leaking from the exact same place as it was in November 2022, causing the exact same damage to her floor. Miss F believes the reason it took a year for the leak to become apparent was because it was a slow leak from the back of the machine. It travelled slowly underneath the machine before she noticed damage to the floor in front of it.

Miss F says the engineer who visited her November 2023 told her the leak had reoccurred because the machine hadn't been repaired properly in November 2022.

The engineer's notes only say:

*"Ongoing leak from dispenser hose, attempted fix multiple times, leak has also damaged floor, further history on other accounts, cust aware."*

These don't say that the appliance wasn't fixed properly in November 2022. The other repairs since then appear to have been carried out to fix different faults. So, it doesn't look like D&G had made multiple attempts to fix the leak before deciding to replace it. Miss F has questioned why D&G didn't attempt to repair the machine in 2023, rather than replace it. She's suggested that this was because D&G had realised it wasn't repairable and it hadn't repaired it properly in 2022.

The engineer who decided to write off the machine visited Miss F shortly after she'd raised her complaint over the phone. In that call Miss F said there had been four repair visits in the last year and it was the second time the machine had ruined her floor. She said she wanted the machine to be replaced.

Given the number of repairs that had previously been carried out and Miss F's complaint, I don't find it surprising that the engineer decided that the machine should be written off. So, I don't think this is enough to show that effective repairs weren't carried out in November 2022 or that the appliance should have been replaced sooner.

I appreciate it's upsetting for Miss F that her floor became damaged less than a year after it was replaced and she's worried about the costs of further repairs. And I empathise with her. But the purpose of the policy is to provide cover for the breakdown or damage to the appliance itself. It doesn't provide cover for damage to other property as a result of the breakdown of the appliance. And I haven't seen strong enough evidence to persuade me that D&G is at fault for the damage to Miss F's flooring.

I know my answer will be disappointing for Miss F, 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 Miss F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss F to accept or reject my decision before 24 May 2024.

Anne Muscroft  
**Ombudsman**