

The complaint

Miss H complains about Domestic & General Insurance Plc (D&G) handling of a claim made on a household warranty policy.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

Miss H made a claim on 18 November 2023 where it was noted that Miss H had said the appliance – a washing machine stopped working on 11 November the drum wasn't spinning.

D&G arranged a repair on 23 November 2023, Miss H made a complaint to D&G as she was unhappy with the delay. Miss H explained that as she has a child with a disability and her child has many health conditions one of which is incontinence. Miss H has explained that the need for a working washing machine is vital, so she had to use a launderette within this period costing approximately £250.

D&G didn't uphold the complaint and in its final response letter dated 24/11/2023 it explained the repair was completed within the service level agreement and felt the delay was reasonable.

Miss H has said after the repair the appliance was still not working correctly and eventually it stopped working altogether in December and so Miss H made another claim on 24 December 2023. The earliest appointment available to repair the appliance was on 2 January 2024.

Miss H said the laundrette was closed over this period, and she could not be without a washing machine, so she felt she had no choice but to borrow money to purchase a new appliance as she relies on it for her child.

D&G offered £100 compensation for the impact on Miss H whilst waiting for the appointment but as it didn't have the opportunity to see if the appliance was beyond economical repair it couldn't offer to cover the cost of it and the policy doesn't cover for damage caused by the appliance.

Miss H didn't accept the offer as she said it wasn't sufficient, as the washing machine was leaking water which damaged her flooring. Miss H would like compensation for the stress caused, refund on the money she spent on a new appliance and compensation for the damage to her floorboards.

Our investigator didn't uphold the complaint. Miss H disagreed and said that she didn't call D&G on Christmas Eve, she called earlier. So, the complaint has been passed to me, an Ombudsman to make a final decision.

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.

The relevant industry rules and guidance say insurers must deal with claims promptly and fairly; provide consumers with the information they need and reasonable guidance to help them make a claim, avoiding unreasonable barriers; and not unreasonably reject a claim.

I have no doubt that not having a working appliance was extremely difficult for Miss H given her personal circumstances. But I must also consider what the policy is set-up to cover.

It isn't disputed that Miss H had made calls to D&G to claim on her policy. I appreciate Miss H disputes when these calls were made but D&G have provided evidence of their system notes and I have not seen anything from Miss H to show anything different.

The policy isn't set to cover emergencies, but as D&G was aware there was a vulnerability within the household, we would expect it to act within a reasonable timeframe. The policy covers for repairs to be carried out Monday- Friday except public holidays.

Based on what I've seen the first repair in November was completed within four working days of notification and the second repair was also set up to be completed within four working days after notification – I note this was the Christmas period so there were public holidays which made it longer in reality. D&G have acknowledged that it was aware of the vulnerability and prioritised getting the earliest appointments available. I'm not persuaded that there were any unreasonable or avoidable delays and D&G considered the impact to Miss H by offering £100 compensation and I agree that the offer was fair. So, I won't be asking D&G to do anything further.

With regards to Miss H's request for the cost of the appliance to be covered. The policy is set-up to offer a service to try and repair the appliance in the event of a breakdown or accidental damage. If the engineer or D&G agree that the appliance can't be repaired as it is beyond economical repair, then it will look to replace or pay the cost of a replacement product.

I'm satisfied that Miss H was aware at time of calling to make a claim what the next action would be and when, and it was unfortunate that this breakdown occurred over the Christmas period. However, Miss H made the decision to purchase a new appliance as the laundrette was closed. Miss H has not been able to provide evidence to show the appliance could not be repaired and I can't see that Miss H called D&G between Christmas Eve and 2 January 2024 to inform it of her plans to get a new appliance and didn't cancel the appointment scheduled on 2 January 2024.

We would expect a customer to keep D&G updated and if she had done this it may have been able to advise her of other actions to take, for example if Miss H could've found an engineer that could come sooner it may've agreed for that to have been done in the circumstances.

I'm satisfied that Ms H went outside of the terms of the policy and purchased a replacement appliance. I can appreciate her reasoning, but I can't say D&G did anything wrong, so I won't be asking it to cover this cost.

With regards to the costs for the laundrette and damage to the floor I've looked at the policy exclusions and it says:

“We shall not approve work or payments for or arising from: ...

- *costs or loss arising from not being able to use your product...*
- *damage to any other property or possessions, unless it is our fault;”*

These costs are clearly excluded from the policy cover, and I won't be asking D&G to pay for either the laundrette costs or the damage to the floor caused by the leaking appliance.

My final decision

D&G has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

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

Angela Casey
Ombudsman