

## **The complaint**

Mr M has complained about the way Domestic & General Insurance Plc ('D&G') dealt with a claim he made on his household appliance insurance policy.

## **What happened**

On 4 February 2024 Mr M took out a policy with D&G to cover his dishwasher. On 6 March 2024 he made a claim under the policy and said that the trays were damaged accidentally. During the claim call he also mentioned that sometimes water would not drain away after the dishwasher finished its cycle.

D&G arranged for an engineer to attend the following day. The engineer said the dishwasher could not be repaired. Mr M said the engineer told him that D&G would offer him a new dishwasher as his wasn't repairable and told him to insist on one of a similar brand to his current one and not a cheaper brand.

D&G rejected the claim and later proceeded to cancel Mr M's policy and refunded his premiums. It said that according to the engineer's report the damage to the dishwasher occurred before the plan was set up which is something it wouldn't cover under the policy.

Mr M complained but D&G didn't uphold his complaint. It offered £20 for the mis-information provided to Mr M by the engineer regarding the dishwasher being replaced.

Mr M then brought the complaint to us. He said the dishwasher was not faulty before the claim was made. He said he wanted his dishwasher either to be repaired or replaced as per his policy with D&G.

One of our investigators reviewed the complaint but didn't think D&G had to do anything more. He thought that it was more likely than not that the damage that rendered the dishwasher unrepairable was pre-existing; specifically the warping which meant that the door didn't seal properly. He also thought that the damage to the trays was likely caused by wear and tear and specifically rust rather than an accident.

Mr M didn't agree and asked for an ombudsman's decision, so the matter was then 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.

Mr M's policy covered him for, among other things, mechanical or electrical breakdown after

the manufacturer's guarantee period. And also for accidental damage during and after the end of the manufacturer's guarantee period. The policy says that accidental damage is physical damage as a result of a sudden cause which means the product is no longer in good working order. The policy also states that the product must be in good working order when the policy is taken out. The policy also doesn't cover work or payments arising out of claims where the insured breached important conditions or failed to comply with their responsibilities under the policy.

When Mr M made the claim, he said that the trays were damaged by his wife by accident when she was loading the dishwasher. When asked if there were any further issues, he said that sometimes water wouldn't drain away when the dishwasher would finish its cycle.

The engineer's report said that the dishwasher baskets were rusted and damaged. It also said that there was leaking from the door and that the door seal was faulty as the base where the door seal fits is warped. They said no repair was possible.

D&G rejected the claim as it said the damage was pre-existing. It said that it would not be possible for rust to occur within the 30 days the policy was taken out and neither would the warping on the base of the door. It said that the policy requires the appliance to be in good working order before the policy commences and that this wasn't the case here. And it said that the damage was not unforeseen or unintentional so it would not be covered under "accidental damage".

From what I have seen, including the expert engineer's evidence, I think it is more likely than not that the dishwasher was not in good working order when the policy was taken out. And I say this because, according to the engineer, the baskets were rusted and damaged and I think it is unlikely this would have occurred within the 30 days since the policy was taken out. I think it is also more likely than not that the damage to the baskets was caused by the fact that they were rusty and not as a result of an accident.

D&G also said that the warping at the base of the door meant that the door wouldn't seal properly. This is what made the dishwasher unrepairable. It said it is, again, unlikely that this would have occurred within the 30 days prior to the claim being made. My understanding is that this type of damage would again not happen suddenly and was likely to have happened gradually. I think this is another indication that the dishwasher was not in good working order when the policy was taken out.

D&G cancelled the policy and refunded Mr M's premium. I agree that this was fair and reasonable bearing in mind that the dishwasher would never have been covered due to its condition. D&G also compensated Mr M £20 for being mis-advised by the engineer. I think this is also fair and reasonable and it is something that would have caused minor distress and inconvenience to Mr M.

### **My final decision**

For the reasons above I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 October 2024.

Anastasia Serdari  
**Ombudsman**