

## The complaint

Mrs T has complained that Domestic & General Insurance Plc (D&G) unfairly declined a claim under an appliance warranty.

## What happened

Mrs T contacted D&G to arrange a repair for her washing machine. She said the spin cycle was very loud. When the engineer visited, he asked if Mrs T had a boy dog. He said he thought the dog had caused rust to the machine. He left shortly after. D&G told Mrs T it wouldn't deal with the claim because the engineer had said the dog urinating on the machine had caused the damage.

When Mrs T complained, D&G maintained its decision to decline the claim. So, Mrs T complained to this Service. Our Investigator upheld the complaint. She said D&G hadn't shown the exclusions applied, including for rust. The engineer hadn't shown how the rust had caused the fault Mrs T had reported. She said D&G should reconsider the claim and that if an engineer didn't want to work on the machine, the policy also allowed for it to be replaced or vouchers. She also said D&G should pay £100 compensation. Mrs T had also complained that direct debit payments continued to be taken. Our Investigator said one payment was taken after the policy was cancelled and this was refunded. So, D&G didn't need to do anything further on the premiums.

D&G said the damage was caused by rust, which was excluded under the policy. So, the complaint was referred to me.

## 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 uphold this complaint. I will explain why.

Mrs T reported that the spin cycle was loud on her washing machine. When the engineer visited, he didn't repair the machine. His report said "*Cabinet failed. Dog urine has damaged the machine. Rust has caused appliance to fail*". It's my understanding that it isn't in dispute that there was rust on the washing machine.

I've looked at the policy wording. This said:

*"we shall not be liable for...deliberate damage or damage caused by animals (other than pet cats or dogs)"*

Given the engineer said it was a dog that had damaged the machine, I don't think this exclusion applied. I'm also aware that Mrs T said the rust was caused by a water leak and not by a dog urinating on the washing machine.

There was also a policy exclusion for: “*any loss, damage or impairment to functionality caused by corrosion*”. However, in my view, the engineer’s report didn’t explain how the rust on the machine was relevant to the claim. It doesn’t explain how rust affected the spin cycle. It also doesn’t explain what was meant by the cabinet failing or how rust caused the washing machine to fail. I’m aware that D&G has said the manufacturer also twice confirmed the engineer’s conclusions. However, I’ve listened to the phone calls between D&G and the manufacturer. All that was discussed was the same engineer visit that D&G relied on to decline the claim. The manufacturer read out the engineer’s report and also confirmed there had been no visits since. So, this doesn’t change my view about the claim. Based on what I’ve seen, I don’t think it was fair for D&G to apply this exclusion.

As a result, I don’t think D&G fairly declined the claim. I think D&G needs to deal with the claim in line with the remaining terms and conditions of the policy. If an engineer is concerned about the potential presence of dog urine and so doesn’t want to work on the machine, I note that the policy allows for the appliance to be replaced or for vouchers to be provided. I also think D&G should pay Mrs T £100 compensation to reflect the impact on her of how it dealt with the claim.

Mrs T was also concerned that D&G continued to take premiums after the policy was cancelled. From what I’ve seen, D&G took one payment after the policy was cancelled, which it then refunded. So, I don’t require D&G to do anything further in relation to this.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require Domestic & General Insurance Plc to:

- Consider the claim in line with the remaining terms and conditions of the policy.
- Pay Mrs T £100 compensation.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs T to accept or reject my decision before 5 November 2024.

Louise O’Sullivan  
**Ombudsman**