

The complaint

Ms G complains about how Domestic & General Insurance Plc (D&G) handled a claim under her household warranty protection policy for a washer dryer.

D&G use agents to administer the policy and to assess claims. References to D&G include these agents.

What happened

Ms G had a protection policy with D&G, covering a washer dryer, taken out when she purchased it in September 2020. She had issues with the machine and D&G repaired the machine at several points (D&G say their records indicate nine claims since the policy started). And that the machine leaked, causing damage to the kitchen floor. In March 2024, following a further problem, D&G contacted Ms G to say they were writing off the machine as a goodwill gesture, given the continuing issues with the machine. They invited her to order a replacement machine, providing a link for her to choose a replacement and place an online order. Ms G ordered a replacement, and it was delivered a few days later.

However, when the new machine arrived, it was too large for the space in her kitchen, so it protruded. It also caused damage to the floor. Unhappy with the replacement, Ms G complained.

D&G didn't uphold the complaint. Having initially issued an incorrect response (after which Ms G complained to this Service) they issued a further final response. They referred to the sequence of events leading to the previous machine being written off and their invitation to Ms G to order a replacement. D&G said they'd checked the dimensions of the replacement, which were the same as those contained in the link through which Ms G ordered the replacement. They'd contacted the retailer who delivered the machine and they'd confirmed they delivered the same model, which had the same dimensions as those shown in the link. So, D&G concluded the model delivered was exactly the same as the one Ms G ordered.

Ms G's complaint to this Service was that the previous washer dryer had leaked, causing damage to the floor in her kitchen. She was also unhappy at the replacement washer dryer. It was too big for the space in the kitchen, despite being told by D&G the replacement machine would be 'like for like' (and paying an upgrade fee towards it). It had also damaged her floor and was noisy, causing her neighbour to complain. She wanted the issue resolved, by a replacement machine that fitted the space in her kitchen, and compensation for distress and inconvenience, including the illnesses of her children caused by the damp and mould.

Our investigator didn't uphold the complaint, concluding D&G didn't need to take any action. On the damage to the floor, the investigator noted the policy didn't provide cover for 'damage to any other property or possessions, unless through fault' [of D&G]. The claims history for the previous machine indicated issues with accidental damage or mechanical breakdowns, with no indication or suggestion any of the issues were due to a failing or fault on the part of D&G (or their engineers).

On the replacement machine, the investigator concluded Ms G chose the replacement herself online and would have been aware of its specification and dimensions. The investigator concluded the onus was on Ms G to ensure the replacement machine suited the space available for it in her kitchen. So, it wasn't reasonable to ask D&G to replace it.

Ms G disagreed with the investigator's view and requested that an ombudsman review the complaint. On the issues with the previous washer dryer, it was installed by the retailer who supplied it and she took out the policy with D&G. She'd had to call out D&G multiple times due it leaking. D&G had provided a replacement, but only after the previous machine had caused a lot of damage. She'd had to move out of the property and have the floors replaced. And the engineer who came to fit the replacement said there were parts missing and the previous machine hadn't been installed properly, which the D&G engineers should have noticed and fixed.

On the replacement washer dryer, D&G had sent a list of about eight different machines which were like for like replacements of the previous washer dryer and didn't include dimensions and she was told the alternatives would be the same size. But when the model she chose arrived, it wasn't a like for like replacement. However, Ms G also said the retailer who supplied the replacement machine had subsequently agreed to replace it, so she no longer wished to pursue that element of her complaint.

Our investigator considered the points raised by Ms G and issued a second view, in which they maintained their view D&G didn't need to take any action. Setting out the claims history for the previous machine, it indicated the issues were either accidental damage or mechanical failure, neither of which were the responsibility of D&G, who had met their obligations under the policy by attending and resolving the issues.. Ms G had said the machine was faulty from the outset – but this was an issue for the manufacturer, not D&G.

Ms G maintained her disagreement with the investigator's view and request that an ombudsman review the complaint. She'd reported a leak many times and the leak kept recurring. D&G should have been aware there was a leak at the rear of the machine and fixed it.

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.

My role here is to decide whether D&G acted fairly towards Ms G.

The key issues in the complaint were, firstly, whether the previous washer dryer caused damage to Ms G's flooring, and this was the responsibility of D&G – which D&G deny. The second issue was whether the replacement machine was too big (and noisy) and this was also the responsibility of D&G. D&G say they replaced the previous machine due to ongoing issues and Ms G ordered the replacement online. The machine delivered was exactly the same as that she'd ordered through the link (including the dimensions). On the second issue, I've noted that Ms G has said the retailer through which the replacement machine was supplied has subsequently offered to replace the machine. So, she doesn't wish to pursue this element of her complaint.

Given this, I haven't considered this aspect of the complaint any further.

On the first issue, I've looked at the available evidence and information, including that provided by Ms G and by D&G. The previous machine was supplied in September 2020, at which point Ms G took out her policy with D&G. As a new machine at that time, any faults or

issues with the machine during the initial guarantee period would have been the responsibility of the manufacturer, not D&G - although the policy would have covered accidental damage to the machine from the outset. The distinction is set out in the policy terms and conditions, which include the following statements under a heading *Your Cover*:

“Accidental damage (during and after the manufacturer’s guarantee)

Both during and after the end of the manufacturer’s parts and labour guarantee period, if your product suffers accidental damage (so that the product is no longer in good working order), we will (at our option) authorise an engineer to carry out a repair, arrange a replacement or over the cost of a replacement product.

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 authorise an engineer to (at our option) carry out your repair, arrange a replacement or pay the cost of a replacement.”

The policy also sets out the following under a heading *What is not covered*:

“We shall not be liable for:

- ...damage to any other property or possessions, unless it is our fault...”*

Looking at the claims history for the machine provided by D&G, it shows the first call out by Ms G was in August 2021, nearly a year after the washer dryer was installed. The claims history after that shows a succession of issues and repairs (D&G refer to nine claims) to March 2024, when they took the decision to replace the machine. A summary of the claims history was included in our investigator’s second view, so I won’t repeat it here.

Looking at the claims history, several are for what appear to be the same issue, a faulty door seal, which D&G attended and fixed. And there were other issues. I’ve also noted the first call out was nearly a year after the machine was installed. If, as Ms G maintains, the machine was faulty (leaking) from the outset when installed (or installed incorrectly), I would have expected her to have noticed and contacted D&G much sooner than a year after installation. Similarly, had the machine been leaking continuously, I would have expected any damage to have become apparent soon after installation.

Given the policy wording above about damage to other property and possessions being excluded from cover unless it was D&G’s fault, from the evidence I’ve seen and the points I’ve noted, I can’t reasonably conclude the damage to the flooring was due to D&G’s fault. Ms G may have considered this, but ordinarily if there’s a leak at a property caused by an escape of water (which would include from a washing machine or washer dryer, that is something I’d expect a consumer to consider claiming for under any home insurance policy they may have in place covering their property.

Based on the points and conclusions above, I’ve concluded D&G haven’t acted unfairly and unreasonable, so, I won’t be asking them to take any further action.

My final decision

For the reasons set out above, it’s my final decision not to uphold Ms G’s complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 11 November 2024.

Paul King
Ombudsman