

## **The complaint**

Mrs H is unhappy that Domestic & General Insurance Plc (“D&G”) didn’t complete the first appointment to fix her dishwasher.

## **What happened**

The background to this complaint is well-known to both parties. So, I’ve set out a summary of what I think are the key events.

Mrs H had a protection plan for her dishwasher underwritten by D&G. She claimed under the policy when her dishwasher started leaking. D&G arranged an appointment for an engineer to attend but Mrs H said the engineer didn’t knock on her door and just left a card. Mrs H said that, due to her limited mobility, she’d left the door unlocked so that she could call out when the engineer arrived.

Mrs H contacted D&G and another appointment was arranged for a few days later. The dishwasher was repaired. Mrs H was unhappy that D&G’s first engineer hadn’t knocked on her door, and her kitchen floor had become water damaged. D&G advised Mrs H to go to the manufacturer to raise a liability claim, which she did. The manufacturer told her the dishwasher was out of warranty and sent her back to D&G.

Mrs H complained to D&G. It sent a final response not upholding her complaint because it said its engineer didn’t get an answer when he attended and hadn’t left the door unlocked. Mrs H was unhappy because she didn’t think D&G had listened properly to her complaint. She hadn’t said the engineer left the door unlocked, and because of the delay in repair, her kitchen floor was damaged by the leaking water. Mrs H thought that D&G was responsible for the damage.

D&G didn’t accept responsibility for the damaged floor, so Mrs H brought her complaint to us.

One of our investigators looked into Mrs H’s complaint. He said that the engineer attended but reported no answer at the door, evidenced by the card left. Our investigator didn’t think there was sufficient evidence to say D&G did anything wrong here. In respect of the leak, our investigator said the dishwasher leak caused the damage and D&G hadn’t done anything to cause that. So he didn’t think D&G was responsible. However, our investigator said D&G hadn’t properly acknowledged Mrs H’s concerns and it had incorrectly referred her to the manufacturer. Therefore, he thought D&G should pay £100 compensation for the distress and inconvenience caused.

D&G accepted our investigator’s proposal, but Mrs H didn’t agree. So, the complaint was 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 to partially uphold Mrs H's complaint for broadly the same reasons as our investigator. I understand Mrs H will be disappointed by this, but I haven't seen any evidence to show that D&G did anything substantially wrong.

I see no benefit in repeating the complaint details, so I'll focus on the key points and the evidence I've relied upon to reach my decision.

#### *Failed appointment*

There's no dispute that D&G's engineer attended, and that's demonstrated by the card left behind and Mrs H's carer who reported seeing the engineer leaving. I understand Mrs H left her door unlocked, but not open, so she could call out to the engineer to come in when she heard the knock. But she said he didn't knock.

There's no persuasive evidence either way in respect of this. The engineer reported knocking, but Mrs H didn't hear anything. So, I've thought about what is more likely to have happened. It seems reasonable to think that as the engineer arrived for the appointment, he likely knocked. I can't place any significant weight on Mrs H's door being unlocked because I wouldn't have expected the engineer to try opening the door.

Mrs H said D&G was aware of her disability so it should've arranged to call first, or something similar. D&G confirmed that it does have the information recorded on her account. However, it explained that when the appointment is passed to the engineer, only information given at the time is included. In this case, Mrs H made the claim and appointment online, so the engineer would only have received whatever information she provided. Mrs H hasn't said that she expected a call first.

In respect of the failed appointment, I don't find that D&G did anything wrong.

#### *Damaged floor*

I understand Mrs H thinks D&G is responsible for her damaged floor because of the delay completing the repair.

The initial appointment was arranged for a few days after Mrs H reported the leak. The repair was completed a few days later at the second appointment. Looking at Mrs H's report of the event, the water had already leaked on the floor which is why she made the repair claim. She described leaving towels to soak up the water but it's unclear whether she used the dishwasher again.

Regardless of whether she used the dishwasher again, the fact is the water was already on her kitchen floor when she contacted D&G. Therefore, the appliance caused the damage before D&G even became involved in the claim.

Based on this evidence, I can't say D&G is responsible for the floor damage.

#### *Customer service*

Mrs H complained that D&G didn't listen to her complaint, and it responded to comments she hadn't said. It's not within my remit to address complaint handling as it's not a regulated product. However, I can consider Mrs H's complaint in more general terms because it relates to the regulated product she had with D&G.

Mrs H complained to D&G about the two issues I've addressed above, but she said it didn't respond to the points she raised. It seems that D&G misheard part of what Mrs H said given that she was talking about the door being unlocked and the engineer hadn't knocked, whereas D&G responded to a complaint about the door being left unlocked by the engineer. I think D&G could've done more here to understand Mrs H's concerns.

Further, it's not clear why D&G inappropriately referred Mrs H to the manufacturer when she complained about her floor damage.

The regulator's principles say that firms must act in the best interests of their customers and treat them fairly, and customers must have the information and support they need to make an informed decision. Based on the available evidence, I can't reasonably say that D&G provided Mrs H with the information she needed. For that reason, D&G should pay £100 compensation to Mrs H by way of apology for the distress and inconvenience it caused.

### **My final decision**

For the reasons I've given, my final decision is that I partially uphold Mrs H's complaint and Domestic & General Insurance Plc must:

- pay Mrs H £100 compensation by way of apology for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 2 December 2024.

Debra Vaughan  
**Ombudsman**