

The complaint

Mr S complains that Domestic & General (“D&G”) didn’t carry out a lasting repair under his Protection policy for his washing machine.

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.

Mr S bought the repair or replacement protection plan to start on 31 December 2023. In March 2024, he contacted the manufacturer to report a leak from his machine. An engineer attended in early April and replaced the tub.

The machine started making a noise so, in May, Mr S contacted D&G. D&G said that the policy had been cancelled due to non-payment of the premiums, so it wouldn’t arrange a visit until the premium had been paid. D&G said it had sent Mr S two letters telling him his payment had been cancelled and that he’d need to reinstate the direct debit for the policy to continue. Mr S refused to pay, so D&G didn’t arrange an appointment.

Mr S complained to D&G. He said the repair should’ve lasted more than a few weeks and he didn’t think the tub had been installed properly. D&G issued a final response to his complaint. It said:

- The machine was working when the engineer left after completing the repair.
- The plan was cancelled before the repair.
- Mr S had stopped paying after just one premium and refused to pay any more.

Unhappy with its response, Mr S brought his complaint to us.

One of our investigators looked into the complaint but she didn’t think D&G had unreasonably refused to carry out any further repairs. That was because the fault was different to the first reported fault, and D&G only refused to attend because Mr S had stopped paying for the policy.

Mr S didn’t agree and, while the complaint was with us, he bought a new machine and disposed of the other. Our investigator said D&G would no longer be able to assess whether the repair was inadequate, and remained of the view that D&G hadn’t done anything wrong.

Mr S remained unhappy, 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 not to uphold Mr S’s complaint for broadly the same reasons as our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

Mr S's complaint is that D&G didn't complete an effective repair under his policy and refused to reattend unless he paid a further premium. So I've looked at what D&G did to decide whether it was fair and reasonable in the circumstances.

I've thought carefully about this complaint, and it's clear to me that the two issues are directly linked. Mr S wanted a second appointment for repair, but D&G refused because he hadn't paid for the policy. So I've considered this complaint as a whole rather than separating out the points raised.

The original fault was a leak, and the engineer replaced the tub. Mr S said the machine started making a noise almost immediately after the repair, although he didn't make a claim under his policy until around five weeks later due to other commitments. Mr S offered to provide a video of his machine making the noise, but I have no reason to doubt his description of the noise. However, D&G refused to attend.

Looking at this issue in isolation, I'd have expected D&G to reattend to determine whether a further repair of the same fault was needed, or whether it was a new fault. Either way, the policy provided cover for unlimited repairs. I see that the first repair was carried out after the policy was cancelled due to non-payment. Mr S was aware of this yet he wanted D&G to reattend and complete repairs under the policy that he no longer had.

D&G said it would review the repair once Mr S reinstated his premium payment. Given that he knew he hadn't made payment for the policy, and he refused to reinstate the direct debit, I don't think it was unreasonable that D&G refused to make a further repair appointment. There was no policy in place, and it had been cancelled even before the first repair.

Mr S provided us with a report on the fault, which he'd prepared himself. While I understand he has the expertise to prepare such a report, I don't think it was unreasonable that D&G wanted Mr S to pay for the policy before it considered any further work.

D&G's final position on Mr S's complaint was that it would book a repair once he reinstated the payment. I must be fair to both Mr S and D&G and, in the circumstances, I think D&G offered a fair, reasonable and very simple solution to the complaint. Therefore, I don't find that D&G treated Mr S unfairly.

I understand Mr S has since replaced his machine, which means D&G cannot assess whether its repair was effective. As this happened after D&G issued its final response to the complaint, I make no finding on this matter.

My final decision

For the reasons given, my final decision is that I don't uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 November 2024.

Debra Vaughan
Ombudsman