

The complaint

Mr W's complaint is about the handling of a claim for a damaged washing machine under his appliance insurance policy with Domestic & General Insurance Plc. ("D & G").

What happened

Some of the communications with D & G in relation to this claim were conducted by Mrs W but as the policy is only in Mr W's name. I will refer to him throughout.

In March 2024, Mr W notified D & G there was a leak from his washing machine. D & G arranged for a contractor to attend and carry out a repair. It is not entirely clear from the papers provided to me when each appointment happened but it is common ground that there were several appointments (Mr W says around seven in total) over the next approximately eight weeks to try and fix the washing machine. On each occasion, the contractors said it was repaired and then shortly afterwards, Mr W reported that it was leaking again when using certain cycles.

By letter dated 8 May 2024, D & G offered Mr W £126.50 compensation for not being able to repair the machine. I understand the last attempt to repair the machine was on 20 May 2024. The contractors said again that the repair was completed but Mr W contacted D & G in July 2024 to say the washing machine had leaked again and caused damage to his property.

D & G originally said it would arrange for a different contractor to attend but then said it would write off the machine and offer a replacement. D & G offered a few replacement machines. D & G also said it raise a public liability case with the contractor, so they compensate Mr W for the damage caused by the leak, as it said that any damage to the property would be the responsibility of the manufacturer's contractors.

Mr W was not happy with the replacements offered and so complained. He was also unhappy with the time his claim took. Mr W also provided a quote for repair of the water damage to his home, which totals approximately £5,000 and included new carpets, replacement of damaged floorboards, replacement tiles, redecorating.

D & G says the replacement machines it offered were reasonable and in line with the policy terms. It also offered a cash settlement instead, so Mr W could put it towards a different machine if he wanted. D & G did not agree it was responsible for any of the damage to Mr W's home or that it should pay any more compensation.

As Mr W remained unhappy with D & G's response to his complaint, he referred the matter to us.

One of our Investigators looked into the matter. The Investigator said that as the machine had been disposed of it is difficult to say if anything D & G did was wrong and it was repaired on 20 May 2024 but it was not until 1 July 2024 that Mr W reported the further leak and damage to his home. The Investigator therefore said he could not conclude that the leak was due to anything D & G did wrong. He also considered the compensation already offered to be reasonable, and he explained that we can only consider the inconvenience to Mr W as

the policyholder and not his wife, or the rest of the family.

Mr W does not accept the Investigator's assessment. He has made number of points in response. I have considered everything he has said but have summarised his main points below:

- It was extremely stressful not having a washing machine and having to wait another two weeks for a contractor to repair it. The Investigator said we could not consider impact on Mrs W as she is not a policyholder – this is ridiculous, this impacted his whole family (including seven children)
- The compensation offered is not adequate for the time without a washing machine.
- They were trying to prepare for a month's holiday at the time and neither D & G or the Investigator have shown any compassion about this.
- When the contractor came out again, he begged him to run a cycle to prove it was working but he refused as he said he did not have time.
- He luckily did not run the machine until after they got back from holiday.
- They were away for the whole of June 2024 and the leak happened the first time they used the washing machine after their return. The machine ran as it should for the first hour and a half but then there was gushing of water, he tried to turn the machine off but couldn't. The machine "*basically turned MAD*". He turned off the main water supply but none of the buttons on the washing machine would stop it.
- The replacements offered are not adequate replacement. At the time he bought the washing machine, the standard drum size was 5kg, now a 7kg drum is standard size. He therefore wants an 8/9kg drum, which he does not consider to be an upgrade.
- The replacements offered do not have the same wash cycles that he used and wants.
- They had seven call outs for the washing machine each involving a two week wait.
- He incurred expenses having to use the launderette and this caused a great deal of inconvenience to Mrs W in particular, who had had orthopaedic surgery.

Mr W has provided an invoice showing he was staying elsewhere in the UK from 26 May to 26 June 2024. The original invoice provided said this was in 2023 and then this was corrected to 2024.

As the Investigator was unable to resolve the complaint, it has been passed 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.

Was the claim handled reasonably?

I can see the claim was notified in March 2024 and the final repair was not done until 20 May 2024 and the machine was still not fixed. I can see there were several appointments and that there was always a wait for the appointments. I can appreciate how frustrating this would

have been. A washing machine is an essential household appliance and I note Mr W has a large family with children, so I have no doubt this was extremely inconvenient. Mr W has also said he incurred expenses in taking laundry to the launderette but there is no evidence to support any costs incurred

However, there is no evidence that D & G's contractors did not act reasonably and make reasonable attempts at repairing the machine on each occasion. I appreciate Mr W may suggest that it speaks for itself that they did not, otherwise the machine would have been fixed. However, finding out what is wrong with an appliance is not always straightforward and it might also be that there is more than one fault. I can see that some parts were replaced but there is not much evidence available to me about the repairs carried out. I note the contractors were from the manufacturer, so I think it is reasonable to assume they would have been familiar with the machine and its common faults. In any event, there is no convincing evidence that the repairs attempted each time were not reasonable.

Mr W is also unhappy about the wait between each appointment. I can see that one appointment had to be rescheduled because Mr W wasn't available on the original date and that another the contractor rescheduled. I can see that for all others there were several days wait after the call out was requested. I can appreciate any wait would have been frustrating, and again would cause inconvenience to a family but I am not persuaded that they were unreasonable delays overall.

Mr W says that the machine should have been written off and a replacement offered sooner. I can see some force in his argument. However, if an appliance can be repaired, which the contractors believed was possible here, then I don't think D & G was obliged to offer a replacement sooner.

Having considered everything provided to me, I think the compensation D & G has already offered for the fact it could not repair the machine is not unreasonable overall.

Was a reasonable replacement machine offered?

After the machine leaked again in July 2024, D & G agreed to write it off. The policy sets out the terms on which replacements will be offered, as follows:

"Replacements

In some situations, we will arrange to replace your product instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your product). In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification.

If we cannot reasonably arrange a replacement, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification. The vouchers will also pay for the delivery.

All vouchers will be valid for 12 months from the date of issue. Voucher settlements will be sent to the last address you gave us. If vouchers are not available, we will provide a cash equivalent."

Mr W's washing machine was a 7kg Load, A+++ Energy Rating, 1400rpm spin.

D & G offered a few models, some from the same manufacturer, they all had the same size drum, were similar size, the same colour, and had the same spin speed.

Mr W says none of these were acceptable because they did not have two specific wash cycles: shirts and intensive plus. Mr W also says that at the time he bought his original machine, it was unusual to have a 7kg drum, whereas now this is common. He says the equivalent machine in the manufacturer's range today would have an 8 or 9kg drum.

Whilst I understand Mr W may want these wash cycles and larger drum, I am not persuaded the machines offered by D & G were unreasonable. The increase in drum size would be an upgrade, which isn't covered by the policy term set out above, and wash cycles can vary. It is not always possible to provide the exact same specification and features. The policy says that in event of this, a similar machine will be offered. The technical specifications of the machines offered by D & G are the same as the original washing machine. D & G also offered machines that it could provide with an upgrade fee, so Mr W would pay a top up. Then finally, D & G offered a cash settlement for the value of the machines it said were reasonable replacements, of £481.14.

Having considered everything, carefully, I am satisfied that the machines offered were reasonably similar to the insured machine and were therefore in line with the policy terms. D & G also offered an appropriate cash settlement as an alternative. I think this was reasonable. I do not consider that any additional award is warranted for the replacement of the machine.

It is not clear if the cash settlement has been paid yet. If not, then Mr W can still choose the replacement or the cash settlement.

Is D & G responsible for the water damage to Mr W's home?

Mr W says he and his family went away for a month shortly after the last repair attempt on the machine. He says that when they first used the machine on their return, it leaked causing a significant flood. He says it fused the electrics and caused significant damage, including to the kitchen ceiling and carpets and was traumatic. Mr W has provided photos to support this.

One photo shows soapy water leaking underneath and at the front of the machine onto a tiled floor an area; two show a ceiling with water stains which appear to be along the lines where plasterboard meets (there is no bowing or cracking); one shows a wet carpet; one shows leaking water and a number of sodden towels used to mop up the water and others show considerable water over tiled kitchen floor and on worktop. Mr W has provided a quote for approximately £5,000 for repairs he says are necessary as a result of this.

The contractors were acting for D & G when they carried out the repair, so if the damage to Mr W's home is established to be as a result of something they did wrong then it would be responsible. It may arrange for this to be paid by way of a public liability claim under the contractor's insurance but that is a matter between D & G and the contractor. D & G would be responsible for putting things right for Mr W. However, having said all that, I do not consider there is enough evidence to establish that the damage claimed for is as a result of anything D & G's contractors did wrong. I will explain why.

The initial claim was due to the washing machine leaking. There is no evidence about how long this had been going on for and any damage resulting from that leak would not be D & G's responsibility.

Mr W has provided invoices for the accommodation his family stayed in from 26 May 2024 to 26 June 2024. The invoices are typed with a typed invoice number and typed dates and then a stamp and handwritten confirmation that it was paid, with the date of payment. The first

copy provided to us showed the dates as being 2023. Mr W then submitted a different version with the same information (same invoice number etc) with the dates showing as 2024 and an email from the landlord to say it had been an error on his part. Despite this discrepancy, I have no reason to doubt that Mr W and his family were away from home for these days. However, it still means the machine was not used for six days before they left and around six days after they got back.

The Investigator thought it likely Mr W had used the machine in June 2024 knowing it was still leaking. I do not necessarily agree. However, I do not consider that I can reasonably hold D & G liable for the damage. I will explain why.

Even if I were satisfied that all the work quoted for needed doing as a result of the water leak on 1 July 2024 (which has not been proven) there is no convincing evidence that this was due to anything D & G did wrong. Even if the repairs carried out before then didn't completely permanently repair the machine this does not in itself prove the repair was not reasonably carried out. As stated above, it is not always possible to find the fault straight away, or there may be more than one fault. In order for me to reasonably determine that D & G is responsible for the damage to Mr W's property, it would have to be established that the contractor didn't make a reasonable attempt at repair, or should have known that the repairs he attempted would likely not work and cause damage. I have not seen any evidence to support that.

Despite my sympathy for Mr W's position, I do not therefore intend to require D & G to make any payment towards the repair of this damage.

My final decision

I do not uphold this complaint.

Domestic & General Insurance Plc has already made an offer to replace the washing machine or make a cash settlement of £481.14; and pay £126.50 for the distress and inconvenience caused by its handling of the claim. I think this offer is fair in all the circumstances.

So my decision is that, if it has not done already, Domestic & General Insurance Plc should pay Mr and Mrs W the sum of £126.50 compensation for the distress and inconvenience caused by its handling of the claim; and provide one of the replacement machines already offered, or make the cash settlement of £481.14 if Mr W prefers.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 28 April 2025.

Harriet McCarthy
Ombudsman