

## **The complaint**

Mr J complains that Domestic & General Insurance Plc (“D&G”) declined to cover damage caused during repairs to fix a claim under his home emergency insurance policy.

## **What happened**

Mr J had a home emergency policy with D&G covering him for domestic emergencies.

He noticed a leak from a toilet in June 2024. The toilet was a type where a hand basin is built into the toilet cistern. He contacted D&G and made a claim. D&G outsource its claims handling to another company, but as this company works on D&G’s behalf, I’m going to refer to its actions as being D&G’s.

D&G sent a repairer working on its behalf. The repairer had to remove the toilet cistern from the wall to gain access to the hose that needed repairing. The repairer struggled to remove a rusty screw, and the rust had apparently been caused by the leak.

In removing the screw, the repairer caused damage to the cistern.

D&G said Mr J would need to make a claim for the broken cistern on his home insurance. Mr J didn’t think this was reasonable, as the repairer had caused the damage, and he complained.

D&G didn’t uphold his complaint. It pointed out that Mr J had signed a disclaimer saying he wouldn’t be able to claim for the damage from the contractor.

Mr J remained unhappy and brought his complaint to this service. He asks that D&G pay for the repair.

Our investigator looked into Mr J’s complaint and thought it would be upheld. She said she thought Mr J’s signing of the disclaimer didn’t mean D&G could escape responsibility for the damage. She also said the disclaimer was on behalf of the contractor, not D&G, and she thought D&G needed to fix or replace the broken part and pay Mr J £100 for his distress and inconvenience caused by its refusal to fix the damage.

D&G didn’t agree with the view and asked that this complaint was reviewed by an ombudsman. So, it has been passed to me to make a decision.

## **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.

I’m upholding this complaint and I’ll explain why.

I’ll start by saying that, in its response to the view, D&G suggested that Mr J had set up his sink in an unusual way. It implied that the rusty screw was inevitable due to the way he’d put the sink on the cistern. But from the evidence I have, the toilet is designed this way. It’s a

toilet designed for use in compact bathrooms where there isn't space for a sink. So, the hand basin seems to be part of the overall design of the toilet and it's being used as intended.

I can also see mentions in the file that D&G said, "*damage to customer property is not covered by our insurance*" and or "*[if we thought there was negligence] we would be strongly suggesting that the policyholder try to claim against [repairer's] liability insurance*".

It's also said there'd been "*...a concerning lack of maintenance on the part of the policyholder.*" And "*we believe the further issues could have been avoided if the unit was well maintained prior to the engineer's visit.*"

I don't think D&G's comments are useful here. It's made sweeping statements about Mr J's maintenance of the toilet, but as it's misunderstood the nature of the toilet I can't fairly say its assertions are reliable.

It's important I say D&G is responsible for the actions of its outsourcers and subsequent contractors, as they are working on its behalf.

So, I think it's reasonable to expect that D&G make good damage it causes when it's dealing with a claim.

However, there may be situations when D&G are handling a repair when it notices it can't proceed without further risk. And I think this may be a situation like that. What I mean is, the repairer found they needed to remove the cistern from the wall in order to be able to gain access to the broken part (which was apparently a flexi-pipe supplying water to the tap on the basin built into the cistern). This involved the removal of a rusty screw, that had apparently become rusty due to the leak from the flexi-pipe. When the repairer tried to remove this rusty screw, the damage happened.

I've thought carefully about this. The repairer had Mr J sign a disclaimer about the potential issue. The wording of that is:

*"Brief Description of Work Required*

*Removal of wc to fix leak.*

- *I am aware that in order for works to be completed, access needs to be made.*
- *I give permission for [repairer] make access.*
- *I am aware that [repairer] are not responsible for the reinstatement of any furnishings/building works.*
- *I will not hold [repairer] responsible for any damage caused in the process of making access."*

What I have to consider here is whether it's reasonable to expect Mr J to understand the implications of signing such a document. And I think the wording of it is very broad, even if the specific task being undertaken by the repairer ("*Removal of wc to fix leak*") is mentioned.

I asked Mr J how the disclaimer was presented to him and he said the repairer gave it to him on arrival at his home. He's also said he wasn't really able to read it on a screen, and that the repairer told him if he didn't sign it, no work could be carried out. He said he felt pressured to sign the disclaimer.

There's also a question about whether the disclaimer protects only the repairer, or does it include protection for D&G. But I don't think this matters here.

Taking everything into account, I don't think Mr J reasonably understood the impact of the disclaimer he was signing. So, it follows that I don't think it's reasonable that D&G rely on it to deny responsibility for the damage its repairer caused.

I can also see Mr J has suffered distress and inconvenience from D&G's refusal to accept responsibility for the damage. I've thought about this, and considered this service's guidelines on compensation, and I think the appropriate amount should be set at £100.

### **My final decision**

It's my final decision that I uphold this complaint. I require Domestic & General Insurance Plc to:

- Repair or otherwise replace the damaged part of the toilet.
- Pay Mr J £100 for his distress and inconvenience.

Domestic & General Insurance Plc must pay the amount within 28 days of the date on which we tell it Mr J accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

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

Richard Sowden  
**Ombudsman**