

The complaint

Mrs S has complained about Domestic & General Insurance Plc's ('D&G's') failure to provide information and support in relation to a claim she made for a replacement washing machine.

What happened

On 6 May 2025 I issued a provisional decision, explaining that I was intending to partially uphold this complaint. This is what I said in the provisional decision:

What happened

Mrs S purchased a warranty from D&G to provide cover for her washing machine in November 2022. On 21 January 2023, she contacted D&G to make a claim for a repair to her washing machine, which was noisy, but still working. On 6 February 2023, D&G were informed by the manufacturer that the spare parts were out of stock, so D&G sent Mrs S information about replacement options.

On 17 February 2023, Mrs S ordered a new washing machine which was delivered on 2 March 2023. At that time no further warranty was taken out with D&G because Mrs S believed the 10-year manufacturer's warranty that came with the replacement washing machine would be sufficient.

By January 2024, the washing machine had developed faults and was unrepairable. But it was only in March 2024, that Mrs S was provided with information from D&G to enable her to pursue a replacement from the supplier.

Unhappy with the replacements Mrs S had been offered by the supplier, she raised a complaint with D&G.

D&G sent a final response letter on 22 May 2024 saying they weren't upholding the complaint. D&G said that Mrs S would need to contact the supplier about obtaining a replacement washing machine under the manufacturer's warranty. Mrs S wasn't happy with D&G's decision on her complaint so referred it to this Service.

One of our investigators looked into what had happened and issued a view on the complaint on 15 January 2025, explaining that D&G had not done anything wrong as they had correctly advised Mrs S that she no longer had cover with them.

In response, Mrs S explained that when she tried to claim on the manufacturer's warranty, she was told by the supplier that it held no details of her purchase as D&G were shown to be the purchaser of the washing machine. Mrs S also explained that the supplier would only deal with a business, so the code they'd received from the manufacturer for a new washing machine could only be actioned between D&G and the supplier. D&G did eventually provide some assistance in communicating with the supplier, but Mrs S says that resulted in an inadequate offer of a replacement washing machine.

Mrs S complained that D&G have been unhelpful and dismissive throughout the whole process which has led to her being left for almost a year with no washing machine and the stress of trying to cope with the situation as a disabled pensioner.

While she accepted that D&G wasn't responsible for replacing the washing machine, Mrs S maintained that D&G, as the 'purchaser' of the previous washing machine, needed to seek the redress of a replacement washing machine for her.

Our investigator then contacted D&G to clarify that Mrs S' complaint wasn't about not being offered a replacement washing machine, under a D&G warranty. Rather, it was about D&G failing to provide proof of purchase of the replacement washing machine and failing to provide assistance in pursuing her redress as the 'customer' in relation to the replacement washing machine.

In response to our investigator's further questions, D&G explained that they had emailed the proof of purchase to Mrs S in March 2024. They said Mrs S had sent that on to the supplier evidenced by an uplift number being generated and replacement models being offered to Mrs S. D&G also said that the system notes they have provided to this service shows that they did their best to assist Mrs S in a situation where they had no involvement with, or influence over the other parties.

Our investigator then issued a second view explaining that she was persuaded by D&G's explanation of what they had done in the circumstances of the complaint, and she couldn't conclude that they needed to do anything more.

Mrs S explained, in response to the second view, that D&G initially had not provided any useful assistance with the matter. They only sent a brief email with the date of purchase and the supplier, which was meaningless and didn't provide them with any useful information to move things forward. Mrs S said that D&G had failed in its responsibility as purchaser of the now defunct washing machine, to obtain a replacement from their supplier, of a replacement machine of similar price and specification. In addition, Mrs S was unhappy that D&G had arranged for the supplier to turn up unannounced, on three occasions, to remove the old washing machine.

In summary, Mrs S said that her experience with D&G has been dismal, shoddy, and unhelpful resulting in their failure to expedite the replacement of her washing machine which they had purchased in February 2023 on behalf of Mrs S, who had no legal standing to arrange the further replacement washing machine as she was not the customer. As a result, instead of it taking approximately two weeks to obtain the replacement washing machine that Mrs S was entitled to, under the manufacturer's warranty, it has taken more than a year.

Unhappy with our investigator's second view, Mrs S asked for an ombudsman's decision on the complaint.

What I've provisionally 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'm intending to reach a different conclusion to that reached by our investigator, and partially uphold this complaint. I will explain why, first making reference to the policy terms and conditions.

The insurance certificate for the warranty taken out with D&G, on 16 November 2022 was for a specific washing machine named in the certificate.

Under the heading, 'What this policy covers', the policy terms and conditions say: '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 (at our option) do one of the following: arrange a repair, arrange a replacement or pay the cost of a replacement product.'

Under the heading 'Replacements' the terms provide that: '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.'

Lastly, under the heading: 'What happens if your product is replaced?' the policy terms explain: 'If we decide to arrange to replace your product (or to pay a settlement towards a replacement), your policy will end immediately. No refund will be due.'

Starting with the last policy term, I think it helpful to clarify that as the policy expired once the replacement washing machine was arranged by D&G, Mrs S is unable to make a new claim under that policy. However, that isn't what Mrs S has endeavoured to do. Rather, she has tried to obtain the full benefit of the replacement washing machine she ought to have received when she made her claim on the D&G warranty back in February 2023.

The purpose of the warranty that D&G sold to Mrs S was to provide her with an indemnity in the event that her washing machine broke down. To fully indemnify Mrs S under her policy, D&G needed to put her in the position she would have been in, had her washing machine not broken down. And that would be to have a new washing machine as though she had purchased it herself. So, I'm currently of the view that Mrs S' complaint arises from the way that D&G settled her claim in February 2023.

Mrs S' replacement washing machine broke down in January 2024, and in the process of trying to make a claim on the manufacturer's warranty, Mrs S established that the supplier's business department needed to provide the replacement washing machine and they would only do that when they had received the proof of purchase from D&G. Mrs S asked D&G for the proof of purchase, with the necessary details, in February 2024. But it was only approximately four weeks later that the correct information was provided to Mrs S and D&G contacted the supplier to assist with the ordering of the new washing machine.

I'm currently of the view that the poor service D&G provided Mrs S during that period has contributed to the delay she has experienced in obtaining a replacement washing machine, which she should be compensated for.

I've next considered Mrs S' complaint about the supplier's three attempts to collect the defunct washing machine, arranged by D&G. Having considered all the available evidence it seems that the replacement washing machine couldn't be ordered until the defunct washing machine was collected. However, Mrs S wouldn't agree to that collection until the new washing machine had been ordered. This confusion and inconvenience appears to have been caused by the supplier's processes (which I have no power to consider). However, I think D&G could have provided clearer

information to Mrs S as to why it was trying to arrange the collection of the defunct washing machine.

Mrs S has also mentioned in the evidence provided in support of her complaint, her dissatisfaction with the manufacturer's contractors and the replacement models offered by the supplier. However, as those matters arise from the manufacturer's warranty that Mrs S relied on, not the warranty provided by D&G, I can't hold D&G responsible for those concerns, as our investigator explained.

The impact of being without a washing machine has clearly caused Mrs S frustration and inconvenience. She has told us that she and her husband have had to cope without a washing machine, as disabled pensioners, for almost a year. They have had to take their laundry upstairs to wash in the bath and at other times have had to pay people to take big items to the laundrette. Mrs S said that it has been a tortuous feat and has put them through undue physical and mental stress, resulting, in January this year, in a stress fracture in Mrs S' leg from overuse of the stairs.

As I have explained, I think that D&G could have responded more promptly to Mrs S' request for the purchase order details and I think D&G could have provided clearer information about the circumstances surrounding the replacement of Mrs S' washing machine in March 2023 which would have enabled her to exercise her rights under the manufacturer's warranty with less difficulty. I am therefore intending to require D&G to pay Mrs S £200 compensation for the distress and inconvenience she has suffered because of the way they handled her claim and subsequent requests for information from them.

I concluded by saying that, subject to any further comments that I received from the parties in response to the provisional decision, I was intending to partially uphold the complaint and pay Mrs S £200 compensation.

D&G provided its comments in response to the provisional decision on 9 May 2025. In summary, they said:

- They first provided the customer with proof of purchase at their request in March 2023 and after sending it several times, heard no more about it, so D&G concluded that Mrs S had received that.
- Mrs S therefore was in possession of the proof of purchase long before the washing machine became faulty while under the manufacturer's warranty.
- Mrs S approached D&G again in March 2024, and they consider they took all necessary steps to assist her.
- D&G feels that a review of the system notes already provided shows that they did make an effort to assist Mrs S to claim under the manufacturer's warranty.
- D&G again said they weren't responsible for the models offered to Mrs S by the supplier or manufacturer when being replaced under the manufacturer's warranty.

Mrs S provided her comments in response to the provisional decision on 18 May 2025. She said:

- £200 compensation might go some way to appease the stress, inconvenience, frustration and physical duress which they have tolerated as disabled pensioners during the current situation.
- The fact remains that D&G failed to facilitate the replacement of their washing machine and over a year later they still do not have a washing machine.
- While they don't have a current policy with D&G, as D&G was the purchaser of the replacement washing machine under their warranty, D&G had the standing, and

knowledge of which department of the supplier needed to be contacted to arrange for the replacement.

- As that information wasn't shared with Mrs S, she spent many hours at the supplier's showrooms while they tried to locate the details of their purchase on the system.
- The supplier's business centre doesn't usually deal with members of the public, but did speak to them and confirmed that an uplift number is validation for a replacement machine of a similar specification and price, and they said D&G should know the procedure.

I've taken these comments into account in making my final decision on this complaint.

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 accept that D&G provided Mrs S with a form of proof of purchase in March 2023, however, in her submissions Mrs S said the information provided was not sufficient to enable the supplier and manufacturer to action the request for a replacement washing machine under the manufacturer's warranty. Mrs S said that she had to contact D&G a number of times to obtain the required details, which was frustrating for her. D&G haven't provided me with any evidence to show that wasn't the case.

D&G have also said that they took steps to assist Mrs S after she contacted them in March 2024 and have provided a further copy of their system notes in support of that. However, as I explained in my provisional decision, Mrs S didn't agree that D&G's actions in arranging for the faulty washing machine to be collected, on three different occasions, without giving her prior notice, was helpful.

Given Mrs S' vulnerabilities and in view of the impact on her of D&G's actions, taking account of her circumstances, I remain of the view that D&G could have been clearer in their communication with Mrs S and could have provided her with better support to enable her to claim under the manufacturer's warranty without encountering the difficulties and obstacles that she had to navigate. As I explained in the provisional decision, this caused Mrs S considerable distress, inconvenience and upset. Having reflected on that further, following receipt of Mrs S' further elaborate account of the impact on her of D&G's actions, I consider that £300 is an appropriate level of compensation in the circumstances.

Putting things right

I partially uphold this complaint in part and require Domestic and General Insurance Plc to pay Mrs S £300 compensation for the impact its actions have had on her.

My final decision

My final decision is that I partially uphold this complaint and make the award detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 20 June 2025.

Carolyn Harwood
Ombudsman