

The complaint

Ms C complains about the repairs that were carried out on her washing machine under her appliance insurance contract with Domestic & General Insurance Plc (“D&G”). She believes D&G is responsible for damage to her kitchen floor.

D&G is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As D&G has accepted it is accountable for the actions of the agents, in my decision, any reference to D&G includes the actions of the agents.

What happened

Ms C had an appliance insurance policy with D&G that provided breakdown and accidental damage cover for her washing machine.

In late 2024, Ms C raised a complaint with D&G. She felt D&G should replace the washing machine because she’d had multiple issues with it. A number of repairs had been carried out by D&G’s engineers, but the washing machine was leaking. Ms C said there was damage to her floor as a result of the leak.

D&G said it would provide Ms C with a new washing machine as a gesture of goodwill. It also paid her £176.25 compensation to recognise the inconvenience caused by her time without a functioning appliance. It recommended Ms C file a public liability claim directly with the repair company for the damage to her flooring.

Ms C referred her complaint to the Financial Ombudsman Service. She said the repair company had rejected her public liability claim and she felt D&G was responsible for the damage to her floor.

Our investigator thought Ms C’s complaint should be upheld. He concluded that the damage to Ms C’s floor was likely to be as a result of the engineers failing to carry out effective repairs. He felt D&G was liable for this as the engineers were acting for it.

D&G disagreed with our investigator’s outcome. It said it wasn’t inclined to accept that damage had been caused by engineer negligence. It said Ms C’s call with D&G on 30 November 2024 showed she advised it of multiple breakdowns of the machine, and it had caused damage to her floor. There were four claims on the machine and one in August was for leaking. Ms C called again on 30 November to advise it was leaking again and damaging her floor. It said there was no evidence that the damage to Ms C’s floor was as a result of the actions of D&G’s engineers. So, the complaint has been 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 uphold Ms C’s complaint. I’ll explain why.

Ms C's policy covered her for breakdown or accidental damage to her washing machine. D&G says the terms of the policy don't cover damage caused to property as a result of a breakdown.

Having reviewed the policy's terms and conditions, I'm satisfied damage to Ms C's floor isn't covered by the policy. However, Ms C says the leak to her washing machine was caused by the actions of a D&G engineer, and the damage to her floor was as a consequence of that. I appreciate the engineers who attended Ms C's property were employed by another company. However, the repairs were carried out under Ms C's insurance contract with D&G, so I'm satisfied that it is liable for the actions of its agents. So, what I've needed to consider here is whether the damage to Ms C's floor was likely to have been caused by the actions of the engineers sent to repair her washing machine.

D&G says Ms C hasn't provided any evidence to substantiate her claim that the secondary leak was as a result of the actions of an engineer who was sent out to fix it. It believes the damage to Ms C's floor was as a result of a breakdown to the washing machine in late August 2024. It feels the leak in November 2024 was a new fault because three months had passed between the claim and Ms C advising it the washing machine was leaking again. It says there was a repair between that time where no mention of the leaking was made.

I can see that D&G engineers attended Ms C's property several times throughout 2024 to carry out repairs to her washing machine.

The fault reported on 30 August 2024 is noted as "*leaking from below or behind / floor wet*". I can see that parts were ordered including a soap dispenser drawer. According to the notes, the dispenser was replaced on 12 September 2024. There's no mention of any damage to Ms C's floor at that time.

In October 2024 another fault was logged as "*noisy on spin*". An engineer attended on 3 November. The engineer's notes say: "*replaced the shock absorbers and tested with a washload [sic].*"

Ms C says the engineer also replaced the dispenser drawer on 3 November after telling her he had one in the van. She says she later noticed the washing machine was leaking on the side of the dispenser drawer. She rang D&G for a repair and was told by an engineer who attended on 6 December 2024, that the leak was due to the last engineer not replacing the soap dispenser properly, and that a bit of it was broken off.

D&G has commented that when Ms C called on 30 November, she said the leak had damaged her kitchen floor previously. It says this shows there to have already been damage caused by the breakdown of her machine back in September 2024. However, I've listened to a recording of that call. In this, Ms C said she'd had numerous issues with her washing machine, and every part had been replaced but it was still leaking. She wanted to know if she could get her washing machine replaced. She said she'd had to replace her wooden floor back in April through her home insurance. There's no mention of Ms C's floor being damaged in September in the call. So, I'm not persuaded this call shows that damage to her floor was caused then.

D&G has also commented that it would have told Ms C about her responsibility to mitigate any damage caused by breakdown by not using the machine and reporting the leak to it sooner, if she'd informed it the washing machine had been leaking for three months. However, Ms C hasn't suggested the leak had continued following the August 2024 leak. She said it started again in November. Ms C did report other issues with the washing

machine within that three-month time period, so I think it's likely she would have mentioned the leak if that had been apparent. So, I'm not persuaded Ms C failed to mitigate her loss.

The engineer's note from the December 2024 visit says: *"replaced dispenser and hose as leaking, customer complains of damage caused by leak photos uploaded"*. However, there's no mention of the cause of the leak.

While I don't have firm evidence to show that the engineer who attended in November 2024 failed to replace the dispenser drawer properly, I don't have reason to doubt what Ms C has said about this. In any event, the information I have shows the dispenser drawer was replaced by a D&G engineer in September 2024. So even if the drawer wasn't replaced again in November 2024, I think it would be reasonable to conclude that D&G failed to carry out an effective and lasting repair to Ms C's washing machine.

We've asked D&G to share the pictures of the damaged floor that were uploaded by the engineer who visited in December 2024, but it hasn't done so. So, I'm unable to comment on the condition of the floor at that time. However, D&G doesn't seem to dispute there was water damage to the floor.

Based on what I've seen, I'm persuaded that D&G is responsible for damage to Ms C's kitchen floor from the leaking washing machine. So, I think it would be fair for D&G to cover the cost of repairing it. I understand Ms C has already provided quotes for this, but D&G can ask her to resend them if necessary.

Putting things right

D&G should cover the cost of repairing the damage to Ms C's kitchen floor.

My final decision

For the reasons I've explained, I uphold Ms C's complaint and direct Domestic & General Insurance Plc to do as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 21 October 2025.

Anne Muscroft
Ombudsman