

The complaint

Miss B complains about the way Domestic & General Insurance Plc (D&G) handled a claim under an appliance insurance policy.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them here. Instead, I've focused on the reasons for my 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.

Miss B held appliance insurance with D&G. This covered her for repairs or a replacement appliance for breakdown or accidental damage. Miss B claimed on the policy for a faulty washing machine. A repair was unsuccessful, which included replacing a pump, so a replacement was given which D&G said Miss B selected.

Miss B complains the replacement washing machine has the same fault – it stops mid-cycle. She notified D&G within 30 days of delivery, in line with its returns policy, but D&G were unhelpful in referring her to the manufacturer, rather than considering the fault under the initial claim. She said the replacement hasn't functioned as it should since delivery, she relies on it working properly due to her circumstances, and D&G should either replace it or provide her with a cash equivalent.

D&G said it provided Miss B with a replacement washing machine in line with the policy. The appliance wasn't defective on delivery, and it wouldn't offer an exchange without knowing whether the machine itself was faulty (which would be a manufacturer problem), or whether this was due to something else, like external factors such as an underlying plumbing or electrical problem. And the only way to understand this would be for Miss B to contact the manufacturer to inspect the machine. It therefore pointed Miss B to the manufacturer.

I am satisfied D&G's decision to direct Miss B to the manufacturer of the replacement machine was a fair and reasonable one. I say this for the following key reasons:

- Repairs on the old machine were unsuccessful. The policy says a replacement will be provided in this event. That's what happened here. So, it follows I am satisfied D&G's decision to replace the machine was fair and reasonable. The policy required it to provide Miss B with a replacement of a similar make and technical specification. As I understand it, Miss B was involved in the selection process, and I've not seen any strong compelling evidence that shows the replacement machine was inferior, or not of a similar make and technical specification.
- The policy ended following D&G arranging to replace the appliance. I find this was fair because that's how this policy operated – Miss B had a faulty appliance, D&G opted to repair it, but that was unsuccessful, so it indemnified her under the policy by

providing a replacement.

- Miss B has said when the replacement was installed, the engineer turned the machine on, and it turned on, but this was a basic start-up only – a full cycle wasn't run at this time. She said it was only when she ran a full cycle (when set to an anti-stain cycle – which was the same problem as before), it stopped mid-cycle. She's said other cycle functions also have this problem, and the only consistent cycle she could use is a 45-minute cycle. But while I acknowledge Miss B has said the machine isn't functioning as it should, D&G has said the machine wasn't defective on delivery, which I find is supported by Miss B's comments. I'll return to this point again later.
- The policy covers breakdown after the manufacturer's guarantee. D&G has said the replacement machine would have come with a one-year manufacturer warranty. So, I find it was reasonable for D&G to direct Miss B to contact the manufacturer to establish the cause of the problem. As, if the machine wasn't operating as it should as the result of a manufacturing fault, the manufacturer would be best placed to assist Miss B, and this isn't something that would be covered under the policy. Nor would an underlying problem with plumbing or electrics be covered by the policy either, if this was found to be the cause of the problem.
- I've reviewed D&G's returns policy. There are several reasons why a policyholder could return an appliance. Miss B has said the "Defective on delivery" reason applies because the appliance hasn't functioned properly since delivery, and she contacted D&G within 30 days. But, returning to my earlier point (bullet point four), I'm not satisfied the evidence supports the machine was defective on delivery.
- The other return reason that *could* apply here is "Working and then breaks down". This directs a policyholder to contact the supplier directly to make a claim under their product guarantee. While Miss B says the machine isn't functioning as it should, I'm not satisfied it's fair to say the machine has broken down. But in any case, D&G directed Miss B to contact the manufacturer for further assistance, which I find was fair and reasonable based on what I've set out above.
- I find D&G could have handled matters better at times – and with a more appropriate level of customer service. It confused Miss B's complaint and communication could have been much better as Miss B, at times, was left chasing for updates. But overall, while the service could have been better, I don't find compensation is appropriate. I say this because these service failings didn't impact the outcome of the underlying problem Miss B was seeking D&G to assist her with.

In conclusion, while I accept my decision will disappoint Miss B, for me to direct D&G to do something differently, I must be satisfied it treated her unfairly. And, for the reasons set out above, I'm satisfied it treated her fairly. It follows, I don't uphold this complaint, and my decision ends what we – in attempting to informally resolve her dispute with D&G – can do for her.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 23 December 2025.

Liam Hickey

Ombudsman