

The complaint

Miss L's complaint arises from a claim under her appliance insurance policy with Domestic & General Insurance Plc ("D & G").

What happened

On 22 February 2022, Miss L contacted D & G as her washing machine was not draining properly. D & G arranged for a contractor to attend. The contractor attended a few days later and said some parts needed to be replaced. He returned on 28 February 2025 and completed the repair.

However, a few days later, Miss L contacted D & G as she said she'd found a leak in the cupboard under the sink. Miss L says D & G's contractor disconnected the washing machine waste hose under the sink and didn't put it together tightly enough. Miss L says this must have been caused by D & G's contractor, as the kitchen was installed in mid-January 2025 and everything had been working without any problems before D & G repaired the washing machine. Miss L says the leak stopped once the pipe connections were tightened but the water has caused damage to the internal shelves. Miss L has provided a quote for £250 for the unit to be replaced, as the bottom shelf is built in.

D & G's contractor went out to inspect the damage. It does not accept it caused a leak or any damage to the unit. D & G says the drainage issue that led to the call out would likely have caused a leak in any event, as this is common. It says this is supported by the fact the contractor noted he'd checked for leaks on his job sheet of the repair. The contractor also says that in any case, it had not worked on the waste hose under the sink at all.

Having looked at the pipework under the sink, the contractor said the washing machine was not installed correctly, as the waste hose had its rubber connection cut off and was connected to the spigot using mastic and a jubilee clip. It says this was done when the machine was installed and not by its contractors. D & G also said it had identified a leaking waste hose connection during a visit in 2022.

Even though D & G said it did not do anything wrong, it paid £24 compensation for Miss L not being able to use her washing machine for a short period.

Miss L remained unhappy with D & G's response to her complaint, so she referred the matter to us.

One of our Investigator looked into the matter. Initially he recommended that the complaint be upheld, as he thought it likely that the contractor would have had to pull the washing machine out of its housing and disconnect the waste hose to complete the repair. He said this in part because there is a photo provided by D & G showing the waste pipe disconnected and thought this might mean that it had not been connected back up again properly. The Investigator also said that while the pipe connection did not appear to be to standard, it had held and not leaked prior to this, was still in place and apparently not leaked since. The Investigator therefore said D & G should arrange for the shelves to be repaired, or pay for the repair, and pay Miss L £100 compensation.

D & G did not accept the Investigator's assessment. It says there is no evidence that the leak was not due to the poor installation. It says this will not necessarily have leaked from the outset and might have lasted for a while before failing. D & G also said that the photo of the disconnected waste pipe was taken at the visit to look at the water damage after Miss L complained and was taken to show the poor installation; there is no indication the repairer disconnected the waste hose during the repair and he had no reason to do so to carry out the repair.

Having reviewed the matter in light of D & G's response, the Investigator changed his opinion and said he no longer considered there was enough evidence that D & G had caused the leak.

Miss L did not accept the Investigator's second assessment. She made a number of points in response to the Investigator. I considered everything she said and have summarised her main points below:

- There was no leak before the contractor attended, so whose fault is the leak?
- D & G has lied. The contractor did detach the waste pipe. Her partner witnessed this and can provide a statement confirming this.
- She has recently had a new washing machine fitted and they had to disconnect the waste pipes to do so. The installer did not reconnect them properly causing a small leak, exactly as happened after D & G attended.
- Her kitchen installation is under warranty, so if it was the kitchen fitter's fault they would have fixed it.
- The Investigator has disregarded this important information.

Miss L has also told us she has ongoing health issues and this has caused her enormous stress and anxiety.

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

I issued a provisional decision earlier this month in which I set out why I thought it more likely than not D & G's contractor had disconnected the waste pipe and not reattached it properly and therefore was reasonable for the leak. I have copied my provisional findings below:

"Miss L's policy with D & G does not cover damage caused as a result of things that have gone wrong with the appliance. It only covers the repair of the appliance itself. Therefore I can only hold D & G liable for the cost of repairing the shelves, if the damage was the result of D & G doing something wrong. I therefore have to consider the most likely cause of the damage.

The evidence provided is contradictory in places and there is a direct conflict of evidence from each party about some matters. As a result, it is impossible for me to be certain what happened during the repair visits but I have considered everything provided carefully to weigh up what I think is most likely.

Miss L says that as she did not notice a leak before D & G attended, and it has not leaked since (other than after the machine was replaced) D & G must have caused the leak. I can see why Miss L thinks the timing is more than coincidence but this in itself does not prove that D & G did anything wrong.

Miss L is adamant that D & G disconnected the hose and says her partner can attest to this. I do not have any evidence from Miss L's partner but I will proceed on the basis that I accept he would say the contractor worked under the sink and

disconnected a pipe. While I have no particular reason to doubt what Miss L says about this, I have to weigh this up with all the other evidence provided to determine what I think is most likely to have happened.

The reason for the call out in the first place was that the washing machine was not draining properly. Drainage issues can involve the waste hose being blocked. And D & G says the leak under the sink may have been the result of the drainage issues. However, D & G says the contractor had no reason to work under the sink at all and did not work on the waste hose from the washing machine. (Although earlier on in its final response letter it did say the waste hose was replaced.) It says he would have had to pull out the washing machine but there'd be enough length in the waste hose to allow for this. D & G says the report section of the contractor's call sheet for the job says "pump body was blocked by limescale. Replaced pump body and body valve. Diagnostic, leakage and safety tests okay" and does not mention replacing the hose, which supports that he did not work on the waste hose.

D & G says the contractor did take a new waste hose with him and left it for Miss L. It says the reason the kitchen fitter has cut off the rubber at the end of the drain hose is that there is a hole in the kitchen cabinet that the drain hose goes through that is not big enough to push the rubber section through. This was the reason D & G says that its contractor was unable to replace the drain hose and advised Miss L to get this resolved herself.

However, the contractor's call sheet also lists the spare parts he took to the job. The list includes a drain hose and drain hose support and next to both of these items it says "fitted".

And, as mentioned above, D & G said in its final response letter that the contractor had replaced the waste hose.

It is therefore not clear to me whether the waste hose was replaced, or not. Either way the records and information about this from D & G is contradictory.

I have looked at the photos provided and can see that there is mastic on the connection and it does look like a plastic part has been cut to fit. However, I note there is no evidence that this leaked before the repair, or after the waste hose was tightened again.

I also bear in mind that D & G denies the contractor did anything under the sink but he would have had to have at the very least looked at this connection in order to determine whether he could fit the replacement waste hose he had brought with him or not. I also think, given the configuration of the pipework under the sink, it would have been difficult to see the issues D & G has raised with the connection without disconnecting it.

Miss L also mentioned the contractor trying to take apart her kitchen. The Investigator asked about this and she provided a photo with an arrow pointing to a plinth next to the washing machine. I have no reason to doubt what Miss L has said about this. It seems to me that the only reason to try and remove a plinth would be to try and access pipework connected to the washing machine.

As mentioned above, it is extremely difficult to be certain what happened, given the conflicting evidence.

Overall, however, it seems likely to me that the contractor would have checked the

waste hose as part of the diagnostic process, which would likely have meant testing that it was free of obstructions. I think this would have been difficult to do just from the washing machine end. And, the contractor either replaced the hose (as indicated in the call sheet) in which case he would have had to disconnect it; or if he decided not to replace the waste hose, this would have had to have been after examining the connections under the sink.

Given this, I am satisfied it is more likely than not that D & G did disconnect the waste hose and failed to tighten it correctly when reconnecting it, which led to the water damage to the shelves.

I therefore consider that D & G should pay Miss L the sum of £250, which she has been quoted to replace the unit and I also think it should pay her £100 compensation for the trouble this has caused her."

Responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or arguments they want considered.

Miss L has confirmed she accepts my provisional decision.

D & G does not accept my provisional decision as it says there are flaws in the reasoning. It asked for a copy of the call sheet I referred to, as it said it has not seen this, and evidence of the £250 cost to replace the unit. These were sent to D & G and it has made a number of other points in response. I have considered everything it has said and have summarised its main points below:

- The call sheet was not provided to it by its contractors, so it has only recently seen this.
- As I mentioned in my provisional decision, the report section of the call sheet makes no mention of replacing the hose, only the pump and valve.
- The product description section of the call sheet does indicate the drain hose was fitted, but this is simply how the contractor records parts used (as all parts are chargeable to D & G), it doesn't necessarily mean that the parts were fitted.
- Evidence has already been provided that the drain hose wasn't fitted by its contractor. The call sheet also confirms that a drain hose support was also supplied. This support was not used, which further backs up the contractor's claim that they did not touch the drain hose when repairing the appliance.
- Technically, when it said in its final response letter that the waste hose had been replaced, this was correct because the engineer left a new waste hose which was to replace the old one. It did not say the contractor fitted the waste pipe.
- Even if I interpret this as meaning the waste hose was fitted, this was corrected in its subsequent communications, which included the contractor stating that they did not fit the hose; and confirmation from the contractor who later inspected the damage that the new hose was still there in the packaging
- It has provided detailed explanations and photographic evidence that the kitchen fitter installed the machine incorrectly and so any leaks or damage caused by the poor installation should not be the responsibility of D & G.

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.

D & G says it does not have sight of the call sheet before but it referred to the content of the call sheet in its final response letter. It also says it never actually said the waste hose had been fitted by its contractor; it said it had been replaced and as it left a replacement waste hose and support with Miss L, this was correct.

D & G said in its final response letter that “*we replaced the pump board, body valve, and the drain hose.*” I do not agree it was unreasonable to interpret this as meaning that it supplied and fitted these parts. The call sheet also says the waste hose was fitted. D & G says the report section of the call sheet does not mention it fitted the drain hose. However, that section of the call sheet also does not state that it intended to, or tried to fit the drain hose, but weren’t able to because of the way it had been installed. I think it reasonable to expect it to be mentioned here if the contractor had taken parts and had to leave them with the claimant to fit themselves. The evidence provided by D & G has therefore been contradictory.

Miss L has never confirmed a new waste hose was fitted or not. I did not seek to clarify this with Miss L because I do not think I need to be certain about this to fairly determine the complaint.

I say this because, as set out in my provisional decision, even if the contractor did not replace the waste hose, it seems to me that when attending to find out what was causing the washing machine drainage issues, they’d have likely checked there were no obstructions in the waste hose pipe. Given the configuration of the pipework, I think this would have been difficult to do just from the washing machine end. This would therefore likely require detaching it at the end under the kitchen sink. D & G has not commented on this.

In addition, even if the contractor did not disconnect the waste hose in order to examine it for obstructions, it also seems likely to me they would have had to have examined it and how it was connected, in order to come to the conclusion that they could not fit the replacement one. As mentioned, in my provisional decision, I think the configuration of the pipework under the sink would make it difficult to see how it was fitted, and the other issues about the way it was installed raised by D & G, without disconnecting it. Again, D & G has not commented on this.

Even if the waste pipe was not installed in the correct way, given the lack of any evidence that the connection had leaked before D & G attended, or after the hose connection was tightened, that does seem to be the proximate cause of the leak.

Having considered everything again, and D & G’s response to my provisional decision, I remain satisfied it is more likely than not D & G did disconnect the waste hose and failed to tighten it correctly when reconnecting it, and that this led to the water damage to the shelves.

I therefore also still consider that D & G should pay Miss L the sum of £250 to replace the unit and I also think it should pay her £100 compensation for the trouble this has caused her.

My final decision

I uphold this complaint against Domestic & General Insurance Plc and require it to do the following:

1. pay Miss L the sum of £250 for the repair of the kitchen unit; and
2. pay Miss L the sum of £100 compensation for the distress and inconvenience caused by this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L to accept or reject my decision before 16 October 2025.

Harriet McCarthy
Ombudsman