

The complaint

Mrs C complains about the way in which Domestic & General Insurance Plc (DGI) handled and settled a claim she made under her appliance protection policy.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision dated 16 September 2025 – a copy of which is set out here. In my provisional decision I explained why I didn't intend to uphold Mrs C's complaint in part. I said:

“What happened

Mrs C held an appliance protection policy with DGI, which insures her integrated dishwasher against mechanical or electrical breakdown, labour charges and accidental damage. This dishwasher has been insured by DGI since 18 May 2022 and was installed by a builder appointed by Mrs C in April 2022, which is when she had a new kitchen installed.

On 13 February 2025, Mrs C reported that the door to her dishwasher was very stiff and difficult to open and close. She informed DGI that she wanted to make a claim under her appliance protection policy.

DGI appointed an engineer to attend Mrs C's house to assess the dishwasher. They visited Mrs C's home on 26 February 2025 and advised DGI that the dishwasher door was stiff, which caused the appliance to shift on opening it. They tested the dishwasher and confirmed it was working but reported that it was fitting too snugly within its allocated cabinet space.

DGI repudiated Mrs C's claim based on its engineer's opinion. It declined to replace the dishwasher because it stated issues arising from poor fitting were excluded by the policy terms.

Mrs C was unhappy with the outcome of her claim and complained. She was critical of the engineer's assessment of her dishwasher stating they'd only spent a short period of time at her home. She thought that, as they hadn't removed the dishwasher door, their investigation was inadequate. And she said this meant DGI's decision to decline her claim was unfair and unreasonable.

DGI investigated Mrs C's concerns, but it didn't uphold her complaint. Within its final response, DGI said it wasn't able to authorise a replacement appliance as it was satisfied the dishwasher was working based on its engineer's inspection. It explained that the issue with the dishwasher door had stemmed from the appliance fitting too snugly in its allocated space, which wasn't covered by the policy. So, it didn't think it had declined Mrs C's claim unfairly. But it offered to reimburse her the cost of an independent engineer undertaking any required repairs up to the value of £300.

Being dissatisfied with how DGI had dealt with her complaint, Mrs C referred it to our service. Our investigator assessed the evidence provided and empathised with what had happened. They recommended upholding this complaint as they weren't persuaded DGI had

acted fairly in how it had handled Mrs C's claim or in its offer to resolve her complaint. They recommended that DGI reimburse Mrs C the cost of the replacement dishwasher she'd paid for and refund the cost of the report she'd obtained from her independent contractor with 8% interest added to these sums.

Mrs C accepted our investigator's view of this complaint. But DGI rejected it and requested an ombudsman decision. So, I've been asked the fairest way to decide this 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.

I'm sorry to hear about the difficulties Mrs C experienced here. I know she feels very strongly about this matter, and I appreciate the reasons she brought her complaint to our service. However, while I sympathise, the issue that I must determine is whether DGI made a mistake, or treated her unfairly, such that it needs to now put things right.

As I mentioned in the background to this complaint, our investigator recommended upholding this complaint. But, having thought very carefully about what Mrs C and DGI have said, I've reached different findings to our investigator as to the merits of this complaint. For that reason, I'm drafting a provisional decision to explain why I'm not intending to uphold this complaint. This is to ensure fairness and allow both Mrs C and DGI the opportunity of providing any further responses they wish me to consider before I issue a final decision on this complaint.

Where the information I've got is incomplete, unclear or contradictory (as some of it is here) I must base my decision on the balance of probabilities. I'd like to thank Mrs C and DGI for the level of detail contained within their submissions. I've read and considered all the information provided. But if I haven't specifically referred to a point that Mrs C or DGI have made it isn't because I've failed to take it on board and think about it. It's because my decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBS). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Mrs C's policy with DGI sets out in clear terms that she's insured for breakdown and accidental damage, and in the event that her dishwasher can't be repaired, it'll be replaced.

The policy specifies a number of important conditions that must be fulfilled for a claim to be met. This includes a requirement that the appliance "must have been installed, maintained and used in accordance with the manufacturer's instructions". DGI relies on this condition here as it asserts that the dishwasher hasn't been properly installed and this has caused issues with the way in which the door is closing.

The evidence I've seen persuades me that when Mrs C's new kitchen was installed in April 2022, the integrated dishwasher was fitted within a standard sized carcass and closed with a standard sized integrated door. Both the carcass and integrated appliance door were provided by Mrs C's kitchen manufacturer. There's nothing to indicate that any modifications were made to alter the size of the door or carcass when installing the integrated dishwasher. And there's no evidence to suggest that Mrs C complained about the fit of the dishwasher within the carcass or the appliance door prior to her claim to DGI in February 2025. This all satisfies me that the dishwasher and appliance door had fit well within its carcass when it was installed in April 2022.

It's not in dispute that the dishwasher no longer fits well within the carcass. DGI disputes that this is because there's been an escape of water from the dishwasher. But Mrs C asserts the issue has arisen as a result of swelling of the carcass due to a leak from the dishwasher.

I've considered the report DGI's engineer provided having attended Mrs C's property on 26 February 2025. They state:

"appliance door extremely stiff and when opening it, it moves the whole appliance" ...have tested dishwasher all ok, advised customer dishwasher not at fault, tested all ok".

The content of their report is very brief and there are no accompanying photographs to support their concerns regarding the fit of the dishwasher within the carcass. The report doesn't identify the presence of a leak from the appliance.

On the other hand, Mrs C has provided evidence from an independent contractor, which I'll refer to as "G", who inspected her dishwasher. G has stated:

"very poor install, door held on by 8 plasterboard screws and mastic and door has leaked causing damage to side of cabinet and décor door. Both have swollen so bad it has now damaged the casing of the dishwasher this will not be repairable".

In deciding which version is more likely, based on the available evidence, I'm mindful that DGI's appointed engineer didn't remove the dishwasher cupboard door to investigate whether there'd been a leak when attending Mrs C's property on 26 February 2025. I accept what Mrs C has stated that they were there for a short period of time. And I can understand why, on that basis, she questioned the adequacy of their inspection.

Given that the wooden carcass had swelled, which is causing issues with the fit of the dishwasher within its cabinet, I'm persuaded DGI's engineer ought to have undertaken a more thorough investigation into whether the cabinet had swelled as a result of an escape of water from the dishwasher. I'm not satisfied that DGI's appointed engineer undertook a satisfactory investigation here.

I'm persuaded from the evidence presented in relation to G's inspection that it removed the dishwasher door and, on doing so, observed that water was escaping from the seal around the appliance. This is corroborated by the photographic evidence I've seen which confirms the presence of water damage on the wooden cabinetry as the side and bottom of the cabinet has peeled away. Given the proximity of the wooden cabinetry to the dishwasher, I'm satisfied the water damage has likely been caused by an escape of water from the dishwasher.

I'm persuaded G undertook a much more thorough inspection to the one undertaken by DGI's appointed engineer. Had DGI's engineer removed the door of the dishwasher, I think it's likely they'd have observed the fault G found when it inspected the appliance. I'm

satisfied I can rely on G's opinion in preference to DGI's appointed engineer given the thoroughness of their assessment of the dishwasher.

I accept G's opinion that, having removed the dishwasher door, there was evidence of an escape of water, which was emanating from the seal around the appliance. It was also able to see that this leak had caused the wooden carcass to expand to such an extent that it had caused damage to the casing of the appliance rendering it beyond economic repair.

From the evidence available, it's clear this was a small leak from Mrs C's dishwasher, which over time became a more significant problem. The nature of the damage I've seen indicates this happened gradually. And this explains why it may have taken almost three years for the wood to have swelled to the extent that it was causing issues with the fit of the dishwasher and its door.

DGI's appointed engineer didn't provide a cause of damage because it didn't undertake an adequate inspection. I've mentioned it referred to the dishwasher being too snugly fitted within the carcass. But it didn't go on to consider or explain why this had happened almost three years after the kitchen was installed. As G's inspection was better, its opinion that the issues were caused by the poor installation of the dishwasher is more reliable here.

I recognise that Mrs C's dishwasher is irreparable. She's since replaced her appliance and would like DGI to reimburse the cost she incurred in doing so. But I'm not persuaded that this would result in a fair outcome. I say this because, based on G's description of how the dishwasher door had been installed and its opinion that this caused the appliance to leak, I'm satisfied it's more likely that the dishwasher wasn't installed in accordance with the manufacturer's instructions. Had the door been installed properly, I'm not persuaded the appliance would have leaked and become damaged.

I've explained that the policy doesn't provide cover in circumstances where an appliance hasn't been installed in accordance with manufacturer's instructions. In relying on that condition here to decline Mrs C's claim, I'm persuaded that DGI acted fairly. So, I'm not intending to direct it to reimburse Mrs C for the cost she incurred in replacing her dishwasher.

Mrs C incurred a cost of £105.54 in instructing G to assess her dishwasher and provide a report. DGI offered to cover that cost within its final response to Mrs C's complaint. I'm persuaded it would be fair and reasonable for DGI to meet that cost as Mrs C's policy refers to a policyholder being reimbursed in relation to the cost of repairs. I recognise that a repair couldn't be undertaken here by G. But it wasn't Mrs C's fault the device couldn't be repaired. She wouldn't have known that until after G attended her home to inspect the appliance.

In the overall circumstances, I'm persuaded that it would be fair and reasonable for DGI to meet the cost Mrs C incurred in instructing G. But I'm not intending to ask it to pay interest on that sum. I say that because Mrs C didn't share G's report with DGI; it was shared by our investigator after this complaint was referred to our service.

In conclusion, my provisional decision is that DGI hasn't made an error in declining Mrs C's claim for a replacement dishwasher for the reasons stated. So, I'm not intending to direct it to reimburse the cost Mrs C incurred in purchasing a new appliance. But it should reimburse the cost of G attending her home in the sum of £105.54 as it offered to do within its final response correspondence. Because this isn't a change in the outcome of Mrs C's complaint, I'm not intending to uphold this complaint."

In my provisional decision I invited both parties to respond with any additional information they wanted me to consider before I made my final decision, which is our service's last word on the matter.

Mrs C responded explaining that she was unhappy and disappointed with my provisional decision. She was concerned that I had been influenced by DGI in overturning the view that had been expressed by our investigator. And she didn't think I'd fully considered our investigator's view of this complaint.

In her written representations, Mrs C explained that the dishwasher had been working correctly and there'd been no issues with it until the door wouldn't close. Mrs C accepted that her builder hadn't used the correct screws to attach the dishwasher door. However, she disputed this had caused the appliance to leak. She explained the appliance had been fitted into the correctly sized cabinet until the escape of water which had caused the door to stick. And she stated her new dishwasher had fit in the same cabinet with no issues reported since it was installed.

Finally, Mrs C stated she'd taken out appliance protection insurance with DGI in good faith expecting it to cover the claim she'd reported. She wanted me to adopt the view our investigator had reached and uphold her complaint.

Turning to DGI, it responded to my provisional decision confirming that it accepted my decision and was willing to reimburse Mrs C the cost she incurred in instructing G to inspect her dishwasher. It didn't provide any further evidence or written representations for me to consider.

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'll deal first with Mrs C's concerns that I had been influenced by DGI in overturning the view that had been expressed by our investigator and that I hadn't fully considered our investigator's view of this complaint.

I'd like to assure Mrs C that our investigator saw all the evidence and written submissions DGI provided to our service. This information was also shared with Mrs C during our investigation of her complaint. I haven't seen anything from DGI that wasn't considered by our investigator. That said, the way in which our investigator and I decided this complaint differed, which isn't unusual. This is why I drafted a provisional decision to enable either Mrs C or DGI to provide any further evidence they wanted to share in response to what I'd written.

In her written representations Mrs C explained that her dishwasher had been correctly functioning prior to her reporting a claim to DGI. I acknowledged that in my provisional decision.

In my provisional decision I clearly outlined that I was persuaded by G's opinion that the dishwasher door had been poorly installed and had been attached to the appliance carcass incorrectly. I explained this had caused the door to leak and that this had led to swelling of the side of the cabinet and décor door, which had damaged the casing of the dishwasher. I note that Mrs C hasn't provided any further evidence from G to suggest that my interpretation of its report had been incorrect.

I explained in my provisional decision that based on G's description of how the dishwasher door had been installed and its opinion that this caused the appliance to leak, I was satisfied it's more likely that the dishwasher wasn't installed in accordance with the manufacturer's instructions. I was persuaded that, had the door been installed properly, the appliance likely wouldn't have leaked and suffered damage.

In my provisional decision I outlined that Mrs C's policy doesn't provide cover in circumstances where an appliance hasn't been installed in accordance with manufacturer's instructions. I remain persuaded that DGI acted fairly in relying on that condition to decline Mrs C's claim. Repudiating Mrs C's claim based on an exclusion clause, which I'm satisfied fairly applies here, doesn't mean it hasn't acted in good faith. It's only obliged to settle claims that are covered by the policy terms.

As part of my provisional decision, I directed DGI to reimburse Mrs C for the cost she incurred in instructing G to assess her dishwasher and provide a report. I've seen an invoice confirmed that this cost was £105.54. DGI has agreed to meet that cost, which it offered to do within its final response to Mrs C's complaint. So, its stance on this issue hasn't changed. I remain persuaded it would be fair and reasonable for DGI to make payment to Mrs C of £105.54 as part of this final decision.

I realise Mrs C will be disappointed with this decision. But she hasn't presented any new arguments or evidence that persuade me that I should depart from my provisional decision. I'm therefore not upholding this complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 29 October 2025.

Julie Mitchell
Ombudsman