

The complaint

Mrs F complained her claim was unfairly declined by Domestic & General Insurance Plc (“D&G”) under her cooker protection policy.

What happened

Mrs F had some repairs made to her cooker under her policy in 2020, but when she made a further claim in 2023, D&G declined the claim after reviewing the report provided by the engineer who inspected the cooker.

Mrs F thought the cooker should’ve been replaced by D&G as it was beyond economical repair. However, D&G said the claim wasn’t covered by the policy as the appliance was found to be rusted and corroded.

Our investigator decided not to uphold the complaint. He thought D&G had been reasonable to decline the claim in line with the policy terms as it had provided evidence the cooker was rusted and corroded. Mrs F disagreed, so the case has been referred to an ombudsman.

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 said the circumstances of the claim were excluded from the policy. I’ve checked the policy and it states that “*any loss, damage or impairment to functionality caused by corrosion*” is excluded from the policy. Therefore, if D&G has provided evidence of corrosion, then I’m likely to say it has been fair in declining the claim.

D&G has provided a call recording of its engineer’s report been read out. I can hear that rust had corroded the cavity of the cooker, which subsequently caused the wiring to be brittle and burn.

I appreciate Mrs F disagrees with the engineer’s report and has provided some of her own photographs of her cooker. She said the rust was on the outside of the cooker and didn’t impact the wires. Unfortunately, I can’t see anything in the photographs that makes me doubt what the engineer reported. For me to not be persuaded by D&G’s expert report, I’d need to see contrary evidence from an expert representing Mrs F. As I haven’t seen this, I won’t be able to uphold this complaint.

Mrs F said the exclusion wasn’t pointed out to her when the policy was sold. However, I’ve seen the policy documents that were sent to Mrs F when she took out the policy. These show the exclusion in the policy which D&G has used to decline the claim. Therefore, I can’t reasonably say Mrs F wasn’t aware of the policy terms.

In summary, as Mrs F has been unable to provide any contrary expert evidence to support her view, I don’t uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Domestic & General Insurance Plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 13 November 2023.

Pete Averill
Ombudsman