

## **The complaint**

Mr A has complained that Domestic & General Insurance Plc (D&G) unfairly declined a claim he made for repairs to a washing machine under an appliance protection plan.

## **What happened**

Mr A held an appliance protection plan with D&G. He made a claim for repairs to a washing machine in January 2023. In February 2023 an engineer attended his home and reported to D&G that the washing machine was being kept outside.

D&G declined the claim for repairs as it said Mr A hadn't maintained the washing machine indoors in line with the manufacturer's instructions. D&G said cover was therefore excluded for repairs.

D&G said it would consider Mr A's claim if he moved the washing machine indoors so it was safe for the engineer to inspect it.

Mr A told D&G he'd bought another washing machine as a temporary fix while waiting for his to be repaired. Mr A complained to D&G. He was unhappy with its decision and complained about a call he had with an agent on 23 February 2023. Mr A said he didn't receive call backs when promised while chasing for a response to his complaint.

In April 2023 D&G didn't uphold Mr A's complaint as it said it had correctly declined his claim. It listened to the key call and was satisfied the agent had been polite when speaking with Mr A.

For the time Mr A was without a washing machine it paid a goodwill gesture payment of £90.

Mr A remained unhappy and asked us to look at his complaint.

D&G told us the plan was cancelled as Mr A stopped paying.

Our Investigator thought D&G had acted reasonably and in line with the policy when declining the claim. He also listened to the key call and didn't find D&G had done anything wrong.

Mr A didn't agree. He wants this service to listen to all calls between him and D&G when he raised his complaint. He reiterates that there was a roof where the washing machine was kept.

So the case 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.

Mr A's plan with D&G says the following which are key to his claim:

*Important conditions*

- *Your product must have been installed, maintained and used in accordance with the manufacturer's instructions...*

#### *Your responsibilities*

*You must arrange any work required to make your product accessible and compliant with all relevant safety standards and safe to work on (as determined by our repairer). For example, where there is a pest infestation or if hazardous material is present you will need to arrange for this to be safely removed. You must take reasonable care of your product. This includes caring for it in line with the manufacturer's instructions and not allowing it to be subject to adverse weather conditions. We will not do any work where these standards are not met.*

#### *Exclusions*

*We shall not approve work or payments for or arising from:*

- *claims where you have breached the important conditions or failed to comply with your responsibilities set out in this policy;...*
- *your failure to follow the manufacturer's instructions;*

So I think the plan terms and conditions are clear as to the conditions under which an appliance should be maintained.

Mr S says his washing machine was being kept in an extension to the property and there was a roof. I've seen photos of Mr A's washing machine provided by the engineer who attended his home. I'm satisfied from the comments by the engineer and the photos that Mr A's washing machine wasn't indoors or in accordance with manufacturer's instructions.

Mr A complained about a key call on 23 February 2023. I understand Mr A wants this service to listen to other calls as he says D&G failed to call him back when promised. However, I can see from the timeline that Mr A chased D&G for a response to his complaint, and so any poor service he is unhappy about during this time is outside of our jurisdiction to investigate. This is because the Financial Conduct Authority does not include complaints handling as a regulated activity. So I haven't asked to listen to any additional calls as this isn't necessary for me to reach a conclusion on Mr A's complaint - as we can only consider complaints about regulated activities.

From the relevant information available, I think D&G properly considered Mr A's claim. The engineer referred his findings to D&G following his visit and D&G declined the claim for repairs. D&G has explained why it reached this decision - and I haven't seen any reasonable evidence to contract its findings.

I'm sorry to disappoint Mr A. But this means I'm not upholding his complaint.

#### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 27 October 2023.

Geraldine Newbold  
**Ombudsman**