

The complaint

Ms K has complained that Domestic & General Insurance Plc has declined a claim she made under a household warranty policy. Ms K wants D & G to arrange for her fridge freezer to be repaired or replaced.

What happened

In February 2023 Ms K made a claim for a fridge freezer which she stores in her garage. She said contents in the fridge were freezing.

D&G said that because the fridge freezer wasn't kept inside the home, as it was designed to, it won't meet her claim for repair or replacement.

Our Investigator didn't think D & G had acted unreasonably and so didn't recommend the complaint should be upheld.

Ms K disagreed. In summary she says that the manufacturer told her the fridge freezer can be kept in a garage. The fridge is freezing contents in May 2023 when the temperature was warmer - so she believes the fridge freezer has a fault that isn't related to where it is being stored.

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.

The manual for the make and model of Ms K's appliance says the following:

"This appliance is equipped with 'Freezer Guard' which ensures that at the advised setting [4 - four on the control] the frozen food in the freezer will not defrost even if the ambient temperature falls as low as -15 °C. So you may then install your appliance in a garage or an unheated room without having to worry about frozen food in the freezer being spoilt.

However at low ambient (otherwise known as room temperature - my insertion here) temperatures mentioned above, fridge contents are likely to freeze, so check and consume food in the fridge accordingly. When the ambient temperature returns to normal, you may change the setting to suit your needs."

I've also read the online extract provided by Ms K from the manufacturer which says that the make and model of her fridge is suitable for use in outbuildings or garages.

Ms K says that because the fridge was freezing contents while being stored in the garage in May 2023, this shows there was a fault with the fridge and it wasn't related to the temperature of the garage. She says the garage is an integral garage, so it isn't the same as being outdoors, which is how D&G described it when replying to her complaint.

I've listened to a call recording of a discussion between D&G and the manufacturer. D&G provided the correct appliance number for Ms K's fridge freezer at the start of this call.

The manufacturer told D&G the appliance can be stored in a garage but there is a risk when temperatures drop that the appliance will over freeze inside. He explained that as long as the garage is at room temperature, it should be fine. But in winter time, if the garage is extremely

cold, it will over freeze everything inside it. As an example, the manufacturer said if a customer said this had happened in January, they would advise the customer to bring the appliance inside.

D&G's engineer notes show that on visits in March and May 2023, they found the ambient temperature in the garage was too low - and asked Ms K to move the fridge freezer into the home. Ms K doesn't think this request is reasonable. She says the fridge freezer is faulty as the fridge is freezing water in warmer temperatures.

My role is to look at whether D&G properly considered Ms K's claim and acted reasonably in declining it. From the information provided, I think it did. Ms K says her garage was warmer in May 2023, but the fridge was still freezing contents inside it. She's provided video evidence of this, which I accept.

However, the engineer reported that the appliance wasn't at ambient temperature when they visited on both occasions in March and May 2023 - and offered a solution which Ms K doesn't agree with. The manufacturer's manual explains that the contents can over freeze where the ambient temperature is too low. Where this happens, the manufacturer recommended in the call that the appliance is moved from a garage to 'inside'.

So from all of the information available, I can't say that D&G acted unreasonably in declining Ms K's claim.

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 Ms K to accept or reject my decision before 17 November 2023.

Geraldine Newbold
Ombudsman