

## **The complaint**

Ms T complains about how Domestic & General Insurance Plc (D&G) has handled claims she's made under an appliance protection policy for her washing machine.

## **What happened**

Ms T protected her washing machine against breakdown by taking out a policy with D&G.

In 2021, Ms T contacted D&G because her washing machine was making a loud noise. The engineer attended in early August 2021, and discovered parts needed replacing. The engineer ordered a front panel as he didn't have one and a new appointment was booked to fit this on 16 August. When the engineer attended to change the panel, it was damaged. Ms T said the engineer said it happened in transit but didn't do anything to order a new one.

Ms T's washing machine then started to leak so she contacted D&G, explained the situation about the panel and the leak. An engineer's appointment was booked for 26 August. The engineer attended and Ms T said he didn't have access to the notes and wouldn't accept he was there to change the panel. Then he claimed to have fixed the leak and left. Ms T said this engineer was angry and rude and how he acted really upset her. She was already dealing with an incredibly difficult personal matter and so didn't call D&G about this.

By 2022, Ms T said she felt slightly stronger to deal with the matter so called D&G on 5 August 2022. A further engineer's appointment was booked for the leak on 9 August. The engineer started a wash cycle and said there wasn't a leak. Ms T says she explained it only happened on certain cycles – shared photos of this and dates – but the engineer wouldn't wait for the wash to finish and another cycle to be started. Ms T said this engineer tried to make her feel stupid as he said, from the perspective of a leak, the washing machine didn't know it was a different cycle and so this wouldn't change anything.

Ms T contacted D&G to complain. She said the call handler said they'd call back the next day but failed to do this. Instead, Ms T was sent a final response letter (FRL) which incorrectly said the washing machine was fixed during the latest engineer's visit and explained she could bring her complaint to this service.

Ms T explained to our service D&G's actions have impacted her anxiety at an already difficult time. She said she's had to buy extra clothes and only wash certain things as the leak wasn't worth the hassle. To put things right, she asked for a new washing machine and compensation for the distress and inconvenience caused in this matter.

In April 2023, Ms T contacted D&G as her machine was still leaking and a part had become detached. She was unhappy as, although she was offered an appointment by D&G, this couldn't be booked as the previous job hadn't been closed. By the time this had been done, the convenient appointment had gone. She explained this impacted her children who couldn't attend school without clean uniforms.

I've summarised the points D&G made when it sent its file to this service.

- D&G had investigated Ms T's complaints, issuing FRLs, in August 2021, August 2022 and April 2023.
- It had upheld Ms T's complaint in August 2021. To acknowledge the service and damaged front panel, Ms T was given £65 at the time.
- After August 2021, there was no contact from Ms T for a year and so it concluded her washing machine was functioning properly.
- When Ms T reported a leak in August 2022, the engineer couldn't find a fault.
- After August 2022, there was no contact from Ms T until April 2023.
- On the occasions Ms T said she didn't get a call back from D&G in August 2022 and April 2023, it sent evidence the call handlers had tried to phone Ms T but hadn't been able to get through and so issued FRLs.
- It noted in the April 2023 FRL, Ms T had unlimited repairs and so, if her washing machine still wasn't working, she could contact them to book a new repair.
- Although Ms T's other complaints weren't upheld, in May 2023 it agreed to replace the washing machine without Ms T having to wait for another engineer to attend. Ms T was also given an upgrade to her machine, as a gesture of goodwill, which had a value of £75.

The Investigator considered matters and didn't ask D&G to do more to put things right. Ms T disagreed. She didn't feel certain aspects of her complaint had been considered in full and discussed this with the Investigator. She shared photos and videos to show, after D&G's engineers visited, the leak hadn't been fixed. The Investigator agreed to put a compensatory amount Ms T would accept – of £300 - to D&G. D&G didn't agree to this and the Investigator didn't change his view in the matter.

Ms T still wasn't happy with this and reiterated the points she'd made previously. She also said, if D&G hadn't done anything wrong, why would it give her a new washing machine now. And feels this should've been done ages ago.

This matter has now been passed to me for a decision.

### **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 recognise I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I've given careful consideration to all of the submissions made before arriving at my decision and I'm satisfied I don't need to comment on every individual argument to be able to reach what I consider to be a fair outcome.

Having done so, I'm satisfied the Investigator reached a fair outcome in this matter so I'm not upholding Ms T's complaint. I'll explain why.

The starting point of any claim made under an insurance policy is the contract between the customer and the insurer - the policy document.

Ms T's policy entitles her to a repair, a replacement or the cost of a replacement product - at D&G's option. The policy further sets out there will be some situations where it will arrange a replacement instead of a repair. For example, if the covered item can't be repaired or it is uneconomical to do so.

On each occasion Ms T contacted D&G, I'm satisfied it arranged for an engineer to attend in a reasonable amount of time. Where the engineer considered parts were needed, they were ordered. Whilst I appreciate Ms T says the leak was still present after the engineers attended to fix it, and she has evidence to prove this, this isn't what D&G was told by its engineers. And I consider D&G was reasonably entitled to rely on the information given to it by the engineers after the appointment. Even so, Ms T was able to contact D&G to let it know the leak was still a problem after the engineer left.

I appreciate Ms T had reasons for not contacting D&G for two long periods of time. But I can't agree D&G are responsible for the overall time this matter has taken from when it was first told about the leak and impact Ms T says this had on her. This is because I wouldn't expect it to know Ms T's washing machine was still leaking unless Ms T contacted it to let it know a further appointment was needed. Particularly when I note this could be done on the phone or, if Ms T didn't want to speak to anyone, using the online booking service.

Ms T isn't happy with how she was spoken to by some of the engineers and how they acted when they visited. It's not possible for me to know what happened. However, I think it's important at the point to explain I wouldn't have reasonably expected an engineer to wait through a full wash cycle to see if a leak took place nor to then wait for a different cycle to run. I also don't consider it unreasonable for an engineer to say a washing machine doesn't differentiate between cycles in terms of a leak as the components which may cause the leak are in use on every wash cycle and the water enters the machine in the same way each time. Given these are some of the things the engineers did which Ms T has described she's unhappy about, I don't feel it's possible to say it's more likely the engineers treated Ms T poorly.

In relation to the replacement panel and service at the time, D&G likely should've dealt with this sooner than it did. However, it upheld Ms T's complaint about this in August 2021 and paid £65 compensation. I'm satisfied this is a fair way to resolve Ms T's complaint about this.

I've reviewed the contact notes and can see the call handlers had tried to call Ms T when they'd agreed to – albeit unsuccessfully – and then sent her their FRLs. So, I don't uphold this aspect of her complaint.

I accept Ms T says there was an appointment which she wasn't able to book due to an administrative mistake on D&G's part. However, when I consider the overall delays in this matter, I can't say the extra few days between the appointment she wanted and the next one available were unreasonable nor had the impact she's suggested. I say this because Ms T says she'd already had the leak for many months by the time she called D&G in April 2023.

I'm satisfied D&G complied with the obligations on it under the policy – I say this because it was willing to send out engineers to carry out repairs on each occasion Ms T contacted it.

I note D&G has ultimately agreed to replace Ms T's washing machine for an upgraded appliance. This is likely more than I would have required it to do as I haven't seen any evidence the situation is one where D&G would be obliged to replace the washing machine under the terms of the policy.

In light of the above, I'm satisfied D&G has fairly resolved Ms T's complaints by replacing her machine – when I consider it wasn't obliged to do so – and covering the cost of an upgraded appliance (of £75) as well as having paid £65 compensation for the issue with the replacement panel. So, I won't be asking it to do any more than it has already agreed to do to put matters right.

I know Ms T will be disappointed with this outcome. But my decision ends what we – in trying to resolve her dispute with D&G – can do for her.

### **My final decision**

My final decision is Domestic & General Insurance Plc doesn't need to do anything more than it has agreed to do to put things right.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 8 September 2023.

Rebecca Ellis  
**Ombudsman**