

The complaint

Mr F complains that Domestic and General Insurance Limited PLC (D&G) declined his claim under his extended warranty insurance policy.

What happened

Mr F experienced a fault with his fridge freezer and freezer and tumble dryer. He contacted D&G, as he believed that the appliances were covered under his policy. D&G sent an engineer who inspected the fridge freezer and declined the claim at the appointment. The D&G engineer had found that the fridge freezer was infested with insects. And under the policy there was no cover for appliances that had been damaged because of animals.

D&G confirmed with Mr F that the claim would remain declined. It relied upon the policy terms that stated that any damage caused to appliances, other than by pet dogs and cats, was excluded under the policy. And even if there was no damage caused to the appliance by the animals, then the policy stated that it was Mr F's responsibility to ensure that the appliance was safe for D&G to work on. Given the level of infestation, D&G deemed that the appliance wasn't safe to work on, so had also declined cover under this term.

Further, D&G said that there was no cover for the tumble dryer and freezer, so it wouldn't carry out any repairs for those appliances.

Mr F complained to D&G, as he believed that he was fully covered for all the appliances. In its final response, D&G maintained its position. And as Mr F had been given his referral rights, he referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. He said that the policy terms and conditions were clear and not unusual, as Mr F's fridge freezer had suffered an infestation, D&G had relied upon the policy terms to fairly decline cover. Which he said was fair. He also agreed that there had been no cover for the freezer and tumble dryer, so there was nothing further he could ask D&G to do.

D&G accepted the view, Mr F did not. He asked for a decision from 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.

Having done so, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr F, but I hope my findings go some way in explaining why I've reached this decision.

I have considered all the evidence by both parties, and this included listening to the sales call, to see what was agreed and what Mr F asked to be covered.

First dealing with the declined claim. I've reviewed the policy terms and conditions, to see whether D&G were fair to decline the claim. And I think it was, so I'll explain why.

The policy states the following exclusion:

'Any loss, damage or impairment to functionality caused by theft, attempted theft, neglect, deliberate damage or damage caused by animals (other than pet cats or dogs), plants to trees.'

From this exclusion, it means that if the appliance has suffered from damage caused by animals (in addition to other perils), this is not covered by the policy. Having reviewed the term, I don't think it is unusual or unclear, so I wouldn't have expected D&G to have specifically highlighted it, over and above its inclusion in the policy, which is what it did.

In addition, even if no damage had been caused to the fridge freezer by the infestation, then contained within the policy terms is the following:

'You must arrange any work required to make our appliance accessible and compliant with all relevant safety standards and safe to work on (as determined by our engineer). We will not do any work where these standards are not met.'

D&G provided evidence to show that there was a significant infestation to Mr F's fridge freezer. Its engineer provided evidence that the infestation made it unsafe for any repair to take place. Mr F hasn't provided me with sufficient evidence that is contrary to this. Consequently, I'm persuaded that the infestation made it unsafe for D&G to work on the fridge freezer, so I don't think it was unreasonable to rely on this term when it declined to cover the repair of the fridge freezer.

I've next considered whether Mr F was covered for the tumble dryer and another freezer. Mr F said that he had been told, during a sales call, that he was fully covered for all the appliances. That is, the fridge freezer, a tumble dryer and another freezer.

I asked D&G for a copy of the sales call, which I've listened to. During the call, Mr F enquired about cover for his fridge freezer (the appliance that D&G declined to provide a repair on) as well as a cooker. It seems that Mr F had another appliance that he had cover on. There was no mention at all of a tumble dryer nor was there mention of a further freezer.

In addition, I've looked at the policy documents and schedule of cover indicates just the fridge freezer. Mr F hasn't provided me with any policy documents that would indicate that he had cover for an additional freezer and a tumble dryer. Nor has he provided me with any evidence that shows that he was paying a monthly premium for cover for those appliances.

D&G said that the only cover (apart from a cooker) in existence was for the fridge freezer (that it declined to repair). Based on this, as there has been no evidence provided from Mr F to show that there was cover for the tumble dryer and an additional freezer, I can't agree that D&G are responsible for either repairing or replacing the tumble dryer and the additional freezer.

I acknowledge Mr F's strength of feeling about this complaint and I understand that my findings are likely to be a disappointment. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that D&G acted unfairly. I'm therefore not going to tell it to do anything further here.

My final decision

For the reasons given, 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 F to accept or reject my decision before 1 January 2024.

Ayisha Savage
Ombudsman