

The complaint

Mrs J complains that Domestic & General Insurance Plc (D&G) damaged her kitchen woodwork when repairing her dishwasher under her appliance insurance.

What happened

Mrs J had appliance insurance with D&G for her dishwasher. She claimed under the policy because her dishwasher was faulty. However, Mrs J says that when the engineer tried to repair it, he damaged the newly painted cupboard door, plinth, and tiles, and he disconnected the sink pipe and used her tea towels to clean up without asking for her permission. Mrs J says when she told the engineer what he'd done, he was rude and slammed the door as he left.

Around 12 days later, Mrs J contacted D&G again to say her dishwasher still wasn't working. She then complained about the damage its engineer caused.

D&G paid Mrs J £10 by way of apology for using her tea towels without permission. However, it didn't think the engineer caused any damage to the kitchen. The engineer had taken photos before he started any repairs and D&G didn't think the damage Mrs J reported was any different to the pre-existing state. D&G also confirmed that the engineer would've had no reason to disconnect the sink pipe.

D&G eventually replaced the dishwasher, so the claim was settled. But Mrs J remained unhappy with the damage to her kitchen. She wanted D&G to reimburse £150, which was the cost of fixing the sink, and to pay for the repairs to her kitchen cupboard, plinth and tiles.

Our investigators didn't think D&G had done anything wrong. The policy doesn't provide cover for cosmetic damage, and it states Mrs J was responsible for making the appliance accessible. Therefore, any damage to the plinth wouldn't be covered.

Mrs J didn't agree. She repeated her complaint that the engineer didn't behave as she'd have expected, and she wanted D&G to pay for the repairs.

The complaint was 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.

While I understand she'll be disappointed, I've decided not to uphold Mrs J's complaint. I'll explain why.

My role here is to decide whether D&G responded fairly to Mrs J's complaint about damage caused when it repaired her dishwasher.

Damage complaint

The actual dishwasher repair/replacement claim is not in dispute. The issue is that Mrs J says D&G's engineer damaged her kitchen while trying to repair the machine.

In its final response to Mrs J after investigating her complaint, D&G said she would need to make a public liability claim against the engineer.

Having thought about this, I don't think D&G's response was helpful. When it appointed an engineer to carry out repairs, D&G was responsible for the engineer's actions. The policy excludes cover for, "damage to any other property or possessions, unless it is our fault". Therefore, I'm satisfied that if the engineer caused the damage, D&G would be responsible for covering the cost of repairs. So, D&G should've responded to Mrs J's complaint about the damage she said the engineer caused rather than referring her directly to the engineers.

Policy cover

Looking further at the policy, I see it excludes cover for, "cosmetic damage such as damage to paintwork, dents or scratches". However, I think this is highlighting that the cover is only for mechanical or electrical breakdown, and doesn't cover cosmetic damage to her appliance. That is, Mrs J couldn't make a claim under her policy if, say, she accidentally dented her dishwasher providing it still worked properly. So, I don't think this exclusion applies here.

Having decided that the policy covers damage to Mrs J's possessions caused by the engineer, I've looked at whether the evidence supports her claim.

Damage - paintwork

Both Mrs J and D&G provided photos, which appear to show similar damage. The main difference between the two sets of photos is that D&G's engineer took the photos before starting work on the dishwasher. This is not an unusual action for an engineer to take when there is pre-existing damage. Looking at the damage, I see the plinth has moved out of position at one end and paintwork is scuffed. I'd expect to see this type of damage if something banged into the corner edge of the plinth. The dishwasher cupboard door has scuffed paintwork on the inner edges – damage which is typical of that seen if the door was snug-fitting and has worn away the upper parts of the paintwork.

Given that the engineer's photos were taken before he carried out any work, and the damage is consistent with the day-to-day wear and tear described above, I'm satisfied that the photographic evidence supports D&G's view that the engineer didn't cause the damage.

Damage - sink waste pipe

Moving on to the sink waste pipe, Mrs J provided photos of it detached from the drainage hole. She said she paid £150 for it to be repaired and wants D&G to reimburse the cost. D&G said its engineer would've had no reason to do anything with the sink waste pipe.

It's not clear from the evidence why the engineer would've need to do anything with the sink waste pipe, so I think D&G's comment is fair. I also note that Mrs J doesn't have any evidence that she paid to have it repaired or that it would've cost £150.

In light of the minimal evidence available, I'm satisfied that D&G fairly concluded its engineer wouldn't have worked on the sink waste pipe. Therefore, I see no reason to ask D&G to pay repair costs.

Tea towels

Mrs J said the engineer used her tea towels, without permission, to clean up. D&G paid £10 by way of apology. I understand Mrs J would've been upset, but I think D&G's offer was fair

in the circumstances because it would've covered the cost of cleaning or buying new tea towels. I won't be asking D&G to increase the offer for this issue.

Engineer behaviour

I understand Mrs J complained about the damage directly to the engineer on the day of the repair. She says he was rude and slammed her door on leaving. D&G has no record of this incident. I accept it would've been upsetting for Mrs J to experience what she considered to be rude behaviour. But without evidence, I can't fairly conclude that the engineer did anything wrong.

Summary

Overall, I haven't seen any evidence which persuades me that D&G is responsible for any damage to Mrs J's kitchen fittings, although D&G did pay £10 by way of apology for the tea towels. And while I don't think it was helpful for D&G to direct Mrs J back to the engineers instead of responding fully to her concerns, it hasn't made a material difference to my decision. So, I see no reason to ask D&G to do anything more.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 24 June 2022.

Debra Vaughan
Ombudsman