

The complaint

Mr H is unhappy with Domestic & General Insurance Plc's handling of a claim on his kitchen appliance warranty.

What happened

Mr H had a D&G warranty for an oven. The oven developed a fault in or around April 2023. An engineer found it was beyond repair because the replacement parts were no longer available from the manufacturer. D&G agreed to replace it under the warranty and a new oven was installed in July 2023.

After the oven was installed, Mr H discovered it was a convection – rather than a conventional – oven. Mr H was unhappy with this and asked D&G to change it for a conventional oven. D&G wouldn't do this. It said:

- Its agents discussed replacement options with Mr H.
- As Mr H had selected his new oven and it had been installed, D&G wasn't prepared to exchange it.
- The installation fee for the new oven was £129.99. D&G offered to refund £50 of this as a gesture of goodwill.

Mr H didn't accept this and brought his complaint to this service. He says, in summary:

- D&G provided a replacement oven with different features from his old one without discussing these with him.
- He accepted the replacement because D&G's agent told him it had the same specifications as his old one.
- He'd like D&G to provide a conventional oven and compensate him for the inconvenience it has caused.

Our investigator didn't recommend that Mr H's complaint should be upheld. He was satisfied that Mr H had chosen his new oven, and this was what D&G provided. He didn't think D&G's refusal to change this was unfair.

Mr H disagreed with our investigator, so the case was passed to me to make a final 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.

Mr H's policy documents set out what happens if an appliance can't be repaired. D&G must either "*replace your appliance with one of a same or similar make and technical specification*" or offer the policyholder vouchers or the cash equivalent. D&G would also pay delivery costs as well as disposal of the broken appliance.

I've reviewed D&G's notes of the claim and listened to its calls with Mr H. During these calls, most of the discussion focused on the colour of the new oven rather than its specifications. After rejecting the options D&G offered, Mr H gave D&G the model number of the new oven he wanted. In the final call on 19 June, D&G confirmed this model number with Mr H before placing the order. Mr H agreed this was the oven he wanted.

D&G replaced Mr H's oven with one of the same or similar specification, in line with the policy terms. I appreciate Mr H might have made a mistake when he chose his new oven, but I can't hold D&G responsible for that. I'm satisfied that Mr H specified the model and had enough time between his first call on 1 June and confirming the order on 19 June to make sure this was suitable. It follows that I don't uphold the complaint.

Under the policy terms, the policyholder "*will be responsible for installing the new appliance*". So I'm satisfied that Mr H should have paid the £129.99 installation fee. D&G offered to refund £50 of this as a gesture of goodwill. I leave it to Mr H to decide whether he wants to accept this, but I won't be asking D&G to do anything more.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 14 December 2023.

Simon Begley
Ombudsman