

The complaint

Mr Z complains about the way Domestic & General Insurance Plc (D&G) handled a claim under an insurance warranty he has for a cooker hood.

Any reference to D&G includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- Mr Z had a warranty policy for a cooker hood – the policy was underwritten by D&G.
- The policy provided cover for breakdowns, accidental damage, and replacement of the cooker hood if D&G was unable to repair it.
- In April 2023, a replacement cooker hood was delivered to Mr Z. In July, he contacted D&G to say it wasn't suitable and so, wanted D&G to provide an alternative replacement – but D&G declined to do so.
- It said it had met its obligations under the policy to provide a replacement. It added that it had also been more than 30 days since the replacement had been delivered and so it couldn't assist with requesting an exchange. It advised Mr Z to speak to the supplier directly to see if it could assist.
- In its final response, D&G said that as a replacement had been provided it had met its obligations and the policy had now come to an end – in line with the policy's terms and conditions.
- Unhappy, Mr Z brought a complaint to this Service. An Investigator considered it but didn't uphold it. She said Mr Z had selected the replacement cooker hood himself – and so, she wasn't satisfied D&G were at fault for it not fitting. She said Mr Z hadn't contacted D&G until three months after he took delivery of the appliance, which was considerably outside the timeframe in which it said it could consider exchanging the cooker hood.
- Mr Z disagreed and so, the complaint has been passed to me for an Ombudsman's 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.

Having done so, I agree with the outcome the Investigator reached – I'll explain why. But before I do, I want to make it clear I'm only considering the issue of whether D&G acted fairly and reasonably by declining to provide another replacement cooker hood to Mr Z. I'm aware

Mr Z had made a previous complaint about the service he'd received from D&G and installation costs not being a benefit of the policy, but these issues aren't the subject matter of this complaint – and so, I won't be commenting on them.

The policy says D&G can choose to repair or replace a product. And that the product will be replaced with one of a same or similar make and specification.

I've listened to the call where D&G's advisor explains to Mr Z how *he* can access and compare his original cooker hood and a replacement product – and that additional replacement options were made available to him. I also note Mr Z was instructed to make the selection himself. So, whilst I understand he's frustrated the cooker hood isn't suitable, this wasn't because of an error on D&G's part as ultimately, he selected it. I also have to keep in mind that the policy doesn't say Mr Z will be provided with a replacement which exactly matches his original cooker hood – rather the replacement will be one of a “*similar make and specification*”.

D&G has said if Mr Z had made it aware of the problem within 30 days of him taking delivery of the appliance it could have considered exchanging it – though it wasn't obligated to – and I consider this to have been a reasonable gesture. But Mr Z took approximately three months to report the issue to D&G. With this in mind, I'm satisfied D&G's decision to decline providing another replacement cooker hood to be reasonable in the circumstances.

D&G has explained Mr Z's policy has now come to an end because it's fulfilled its obligation to replace the product. This is reflected in the policy document which says “*If we arrange to replace your product (or to pay a settlement towards a replacement), your policy will end immediately. No fee paid will be refunded.*” As I'm satisfied D&G has fulfilled its obligations under the policy – by providing a replacement cooker hood - I'm satisfied it has acted fairly by bringing the policy to an end following this.

I know my decision will be disappointing for Mr Z, but for the reasons set out above, I'm not upholding this complaint.

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 18 January 2024.

Nicola Beakhust
Ombudsman