

The complaint

Mrs C is unhappy that Domestic & General Insurance Plc (D&G) only offered a settlement for one of her kitchen appliances.

What happened

Mrs C had an appliance protection policy underwritten by D&G.

In summary, she made a claim under the policy for broken parts of her fridge-freezer and D&G provided a choice of replacement. But Mrs C was unhappy with the offers because they were for a single unit whereas she had two side-by-side integrated fridge-freezers giving the appearance of a single appliance. She thought D&G should replace the full fridge-freezer arrangement on a like-for-like basis.

D&G said the policy covered one fridge-freezer so that's all it would replace. But Mrs C remained unhappy, so she complained.

Mrs C said the appliances were registered on her policy as an American fridge-freezer which is one unit. So, she thought D&G should replace both appliances as if they were a single appliance. Mrs C also commented that D&G had repaired one of the appliances in the past, so it would've known that they were two units and should've advised her if her policy wasn't appropriate. Further, she said the previous owner had bought the original policy so she couldn't be held responsible for any misunderstanding about what appliances D&G had registered.

D&G issued its final response to Mrs C's claim confirming it would replace just one of the appliances. Still unhappy with the response, Mrs C brought her complaint to this service.

Our investigator didn't think D&G had done anything wrong. That's because the policy provided cover for one fridge-freezer and D&G had agreed to replace the damaged appliance with a similar specification appliance. Our investigator didn't uphold Mrs C's complaint.

Mrs C didn't agree. She made further comment about what the original policy covered and who was responsible for the description of her American fridge-freezer on the policy.

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.

Having done so, I've decided not to uphold Mrs C's complaint. Both parties are aware of the circumstances, so I won't repeat the issues here. Instead, I'll focus on giving the reasons for my decision.

Appliance cover

The policy shows that Mrs C had cover for one American fridge-freezer. The actual arrangement was two separate, but integrated fridge-freezers, built into the kitchen units to give the appearance of one large unit. The doors opened in opposite directions to give the feel of an American fridge-freezer, but they were distinct, separate appliances.

Mrs C said she didn't buy the policy originally, so she wasn't responsible for the description of the registered appliances. D&G no longer had a copy of the sales call because of the time that had passed.

However, I've listened to the call Mrs C made to D&G in 2022 when she downgraded her policy from seven to five appliances. She'd bought two new appliances, so she didn't need any additional cover while they were under warranty. During the call, Mrs C confirmed the five appliances she wanted on the policy, one of which was an American fridge-freezer. Mrs C didn't declare it as two appliances, so I'm satisfied she had cover for just one fridge-freezer.

So, it's fair to say Mrs C had two fridge-freezers but her policy only provided cover for one. Therefore, I'm satisfied that D&G reasonably concluded that it need only replace one of the appliances in line with the policy cover.

Previous repair

Mrs C said D&G worked on the appliance before, so it would've known that there were two single appliances side-by-side. I understand Mrs C's comment. However, D&G simply appointed an engineer to repair the appliance. There wouldn't have been any requirement for the engineer to check the appliances listed on the policy.

I don't find that D&G did anything wrong here.

Claim handling

I've considered the replacement offers D&G made, and the time taken to handle the claim. D&G made its decision about Mrs C's claim within three weeks, and offered a replacement appliance rather than repair because replacement parts were no longer available. I haven't seen any evidence that D&G caused any avoidable delays which contributed to the lack of availability. The replacement appliance it offered was of a similar specification - confirmed by the manufacturer – and in line with the policy terms and conditions. Therefore, I'm satisfied that D&G handled Mrs C's claim fairly.

Overall, while Mrs C may have considered her side-by-side fridge-freezers as one appliance, they were two individual appliances which could be used independently of each other. Therefore, I can't fairly say that D&G did anything wrong by agreeing to replace just one of the two fridge-freezers.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mrs C's complaint and I'm not asking Domestic & General Insurance Plc to do any more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 20 December 2023.

Debra Vaughan
Ombudsman