

The complaint

Miss G has complained that Domestic & General Insurance Plc (D&G) didn't offer a similar replacement cooker and refused to offer cover for the replacement cooker when she made a claim under an appliance insurance policy.

What happened

Miss G bought an appliance insurance policy with D&G in 2019. In April 2020 she made a claim and D&G arranged for her cooker to be replaced.

When D&G replace an appliance, the cover ends. Miss G tried to buy cover for the replacement cooker, but D&G said it no longer offered cover for appliances with a value of over £2,000.

In March 2021 while Miss G was buying cover for other appliances with D&G, the agent asked if there were any other appliances Miss G wanted to insure. Miss G mentioned the cooker, but again as the value was over £2,000, D&G explained it couldn't provide cover.

In April 2021 Miss G called D&G back and the purchase price of the cooker was noted at £2,000. So cover began.

In January 2023 Miss G made a claim and D&G arranged for a replacement cooker to be provided.

In February 2023 Miss G called D&G to arrange cover for the replaced cooker. Due to its value, D&G said it couldn't offer cover.

In March 2023 Miss G called again to arrange cover and was advised the same. She raised a complaint. Miss G said D&G hadn't told her it had changed its value limit to £2,000 and she'd been able to arrange cover for the last cooker which was worth more than £2,000. So she thought D&G had misled her.

Miss G complained that D&G had forced her into accepting a lower specification of cooker as a replacement.

In May 2023 D&G didn't uphold Miss G's complaint. It said it had acted reasonably as even though Miss G hadn't provided the correct value for her cooker from April 2020, it had honoured her claim in January 2023. It said it had correctly informed Miss G that it wouldn't offer cover for her replacement cooker.

Miss G remained unhappy and asked us to look at her complaint.

Our Investigator listened to the key calls as D&G provided us with a recording of them. He issued two views as Miss G didn't accept his first view and raised further queries.

The Investigator found that D&G had consistently given Miss G the correct information about its value limit of £2,000 - and that it had relied on information Miss G had given it as to the value of her cooker when she bought cover with it in 2021.

So he didn't recommend the complaint should be upheld.

D&G accepted the Investigator's views. Miss G didn't agree. She says the make and model of cooker (sized at 100cm for around £3,900) D&G says they replaced her cooker with, in 2020 isn't correct. She says D&G actually replaced her cooker with a 110cm size in April 2020 to match her faulty one, which has a current purchase price of around £5,500.

Miss G says D&G was happy to provide cover for this model until January 2023.

Miss G says that in March 2023 she was told by D&G's retention team that it would be able to override the value limit of £2,000 - but when she was put through to the other team, the call was cut off.

Miss G wants D&G to provide cover for her cooker.

So the case has been 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.

The crux of Miss G's complaint is that D&G has refused to provide cover for the cooker it replaced in January 2023. She doesn't accept this decision.

An insurer can make a commercial decision not to provide a new policy if its appetite for risk changes. This isn't something we can get involved in as insurers can decide what new business it wants to offer on the open market.

In this case, it seems D&G's value limit of £2,000 was in place for some time. But it honoured Miss G's claim for her cooker in January 2023 and provided a replacement for a cooker it had previously replaced in April 2020.

D&G's notes show the model of cooker it ordered for Miss G in April 2020 was 100cm. Miss G says this information is incorrect. I'm inclined to agree with her because D&G also provided us with a separate specification of the cooker it was replacing in January 2023 - and this does match the make, model and size Miss G says D&G replaced in April 2020 (being a 110cm size).

So I think there has been an error in D&G's internal notes of the make and model it provided in April 2020. I think Miss G's testimony and the specification provided by D&G to us, I'm satisfied that in April 2020 Miss G was provided with a suitable replacement.

However, I don't think any recording error by D&G here changes the outcome. The fact remains that the value of the cooker that D&G replaced was above its underwriting limit of £2,000 and it wasn't obliged to provide Miss G with a new appliance protection policy.

I understand Miss G wants D&G to provide an appliance policy for her replacement cooker as it has done so in the past, even though the value was above its limit. But the reasons why previous cover was provided was due to information Miss G gave it, or because D&G made a commercial decision to provide cover before. These reasons do not mean D&G is obliged to offer a new policy to Miss G in the future. And there isn't any evidence to show that D&G misled Miss G about providing ongoing cover. D&G explained to Miss G in a number of calls that it wouldn't offer cover due to the cost of the replacement cooker.

While I can see Miss G was unhappy with the first set of offers for replacement cookers in January 2023 because of the incorrect size, this was put right and D&G provided a new list of similar cookers for the correct size, which Miss G chose a replacement from.

I appreciate that Miss G says she could find an exact replacement for her faulty cooker on other websites. But D&G is entitled to provide a suitable replacement from its approved

suppliers. And having looked at the specification of the replacement cooker, I'm satisfied D&G provided a replacement in line with the terms of the policy.

I appreciate Miss G will be disappointed with my decision. But overall I think D&G has treated Miss G fairly. So I'm not asking it to do any more.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 2 November 2023.

Geraldine Newbold **Ombudsman**