

The complaint

Mrs K is unhappy that Domestic and General Insurance Plc (D&G) provided an unsuitable cooker hood following a claim she made on her warranty insurance.

What happened

In July 2021, D&G's engineer couldn't fix Mrs K's cooker hood. D&G agreed to replace it and says it sent Mrs K links to an online list of cooker hoods from which she could select a replacement.

Mrs K contacted D&G's Product Replacement Team to check whether the cooker hoods on the list would - like her broken one - connect to her outside wall, extracting smells to her garden.

D&G's call handler discussed the colour of the replacement hood with Mrs K and gave her a specific make and model of a cooker hood from its list that extracted to the outside. The call handler said that once Mrs K was happy, she could place the order for the hood herself, which she did.

On 24 December 2021, Mrs K contacted D&G because the cooker hood it sent had a vent at the top and not the back. She said her ceilings were too low to install the hood because it would need a hose connected to the top of it. D&G said that because the hood had been delivered in August 2021, it'd been too long since its delivery for D&G to be able to do anything to help Mrs K. Mrs K said she'd been incorrectly advised by D&G and complained.

D&G's final response letter (FRL) to Mrs K's complaint said she'd been provided with a link that had the full manufacturer's specification for the items on it. And she'd been provided with all the information during her call to D&G to allow her to make an informed decision before the order was placed. D&G said it wouldn't order a replacement hood because the hood was delivered more than 28 days ago.

Mrs K was unhappy with this response. She said she'd phoned the number on the link D&G provided because she was unsure of the hood she needed and that D&G had told her which one would be suitable. She said she'd delayed installing the hood because of health problems related to Covid-19. Mrs K brought her complaint to us.

D&G told us that the hood Mrs K had ordered extracts to the outside and so meets the requirements Mrs K had made it aware of. It said it can't be held responsible for the style of Mrs K's kitchen not lending itself to the installation of the cooker hood. And that despite Mrs K saying she'd only just been able to get the hood installed because of health problems related to Covid-19, she'd allowed its engineer to visit her on 13 July 2021.

Our investigator amended her initial view in response to D&G's comments and no longer upheld Mrs K's complaint. Mrs K didn't agree with the view and said the engineer that tried to fix the broken hood should've made a note of the one she had. She said she had no expert knowledge of cooker hoods and didn't feel it was her fault the wrong hood was sent to her. She said it'd been difficult to get engineers out over the summer to install it.

Our investigator asked D&G about how its returns policy would have looked to Mrs K and how it explained the process for ordering replacement products to customers. D&G responded and our investigator didn't change her view.

Mrs K asked for an ombudsman's decision. She said she hadn't known what to expect as she'd never claimed before and had trusted that the agent had advised her of a suitable model. Mrs K said as well that she didn't know she'd only have a limited time to return the hood.

After I'd considered all the available evidence to decide what's fair and reasonable in the circumstances of this complaint, I reached a different outcome to our investigator. Because the outcome was different, I issued a provisional decision giving both parties a further chance to comment on my findings ahead of issuing my final decision.

My provisional decision

I explained my provisional findings to both parties as follows:

Information provided to Mrs K by D&G

D&G told us it was unable to recreate the information that was on the link it sent to Mrs K. Instead, it sent a copy of the information it would've sent to someone wishing to replace their washing machine.

The information showed measurements and a picture of the front of the washing machine, but it wasn't possible to see any other information or other specifications, including how the appliance should be connected.

If the information provided to Mrs K on cooker hoods was similar to that sent to customers about washing machines, I can't say on balance it would've provided enough information to allow Mrs K to establish whether or not the cooker hoods on offer would fit into her existing fittings by venting through the back with no need for a hose.

Also, the call handler during the call, appeared to struggle to find the information about whether a particular cooker hood extracted externally.

So I don't think it's reasonable to say that Mrs K should have known that the product was unsuitable for her based on the information provided to her by D&G.

Contact with D&G

Mrs K said that, during her call to the product replacement team, she'd told D&G that the hood needed to have an opening at the back and asked which hood would be the same as the one she had. But I didn't hear Mrs K making these points when I listened to the call recording. But Mrs K did ask whether the cooker hood would connect to outside wall and extract to her garden. And D&G said the hood it sent to her did connect to the outside wall. But it was through a hose coming out of the top of it.

But Mrs K is not an expert on cooker hoods. So it's reasonable to think that she wouldn't be aware of all the different ways cooker hoods can connect to outside walls – either through hoses or otherwise. I think it's reasonable for her to have assumed that - by calling a product replacement helpline - she'd be speaking to someone more expert than her about cooker hoods who could help her. I think it's reasonable to think then that a member of that team would be aware of the different ways cooker hoods can be connected. And would ask a

customer relevant questions to help them to establish how an existing but broken hood connected to the outside wall, so that the make and model of an appropriate cooker hood could be recommended.

Mrs K's responsibilities

Mrs K's policy terms do not say it's a consumer's responsibility to ensure any replacement they select is suitable.

D&G didn't show this service how its explanation of its product replacement process would appear to customers. It only provided a brief explanation of how the process worked. So I can't see that Mrs K's responsibilities would've been pointed out to her as part of this process. And because D&G didn't provide a copy of the information provided in the link it sent Mrs K, I can't say that this information would've pointed out her responsibilities either. Finally, her responsibilities were not pointed out to her during any of her calls to D&G that I've listened to.

So I can't say it was reasonable for Mrs K to know it was her responsibility to make sure the product selected was suitable and so do more than she did to try to establish this.

Returns information

D&G said – that even though it couldn't recreate the link it sent to Mrs K – it would've included its returns policy. But because I've not been able to access the link and see what information was actually given to Mrs K through it, I don't think I can say on balance that she'd have received the returns information when she ordered the hood. Also, it wasn't pointed out in Mrs K's policy terms or during any of her calls to D&G that she should check the product sent would fit her existing fittings within a certain timeframe. So I don't think it would be fair to say that Mrs K would've known this was something she needed to do, but didn't.

Also, the photo Mrs K sent this service of the box the appliance arrived in shows the same serial number that was given to her by D&G's call handler. So I think it's reasonable - given that she'd discussed the hood with an expert at D&G and a specific hood had been recommended and sent – for her to assume that what she'd been sent would be suitable. And so wasn't something she'd need to check.

So I don't think it's unreasonable that Mrs K didn't check that the hood would fit her existing fittings within a specific timeframe.

Conclusion

Given all of the above, I don't think it's fair or reasonable to say that it's Mrs K's fault that the cooker hood was unsuitable for her. Or that she should have taken steps earlier than she did to establish whether what was recommended to her by D&G was suitable for her.

So I'm minded to uphold Mrs K's complaint by requiring D&G to supply a cooker hood that is a suitable replacement for her broken one – that is to say, one with a vent in a position appropriate for her existing fitting, which is of the dimensions of Mrs K's broken hood. If this is something D&G cannot provide, it should send Mrs K a voucher worth enough to allow her to purchase a suitable hood, in full for herself.

I am minded as well to award Mrs K £150 for the distress and inconvenience caused to her by D&G refusing to supply her with a cooker hood to replace the one it had sent because this meant she'd had to spend time contacting D&G to pursue the matter and has been

without a cooker hood since December 2021, when she found that the cooker hood wouldn't fit her existing fittings.

Responses to my provisional decision

Mrs K accepted my provisional decision, but said she shouldn't have to pay to return the unsuitable cooker hood to D&G.

D&G responded that:

- the link it says it provided gave Mrs K access to suppliers' websites, so all the information for the appliance - including full specifications – would've been available for Mrs K to view;
- it's unable to go through every aspect of a replacement appliance. And because Mrs K had a specific requirement because of the design of her kitchen, she ought to take some responsibility for ensuring the cooker hood suited her requirements; and
- its returns policy is a standard part of the link it says it sent Mrs K and it cannot be removed, so Mrs K would've received it.

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.

I've also considered the responses both parties to my provisional decision.

My provisional decision said that Mrs K should receive a replacement cooker hood or vouchers. My provisional decision didn't say that this award would be dependent on whether Mrs K returned the cooker hood. D&G have since told this service that Mrs K doesn't need to return the unsuitable cooker hood, which I think is fair and reasonable.

When arriving at my provisional decision, I'd already considered that D&G had said Mrs K would've seen a copy of its returns policy and would've been given enough information to make an informed decision about the cooker hood through the link it sent her. But I still haven't seen the information that was actually contained in the link D&G says it sent. So still I'm unable to say - on balance - that Mrs K would've received the returns information. Or that D&G gave her enough information to allow her to establish that the cooker hood would be suitable for her.

In my provisional decision, I'd said that Mrs K's responsibilities weren't pointed out to her by D&G. And that it's reasonable for a member of D&G's Product Replacement Team to have been aware of how different cooker hoods can be connected. So I'm not persuaded to depart from my provisional finding on this by D&G's response that Mrs K's specific requirements should mean she ought to take some responsibility for the cooker hood being unsuitable.

So, for the reasons outlined above I see no reason to depart from my provisional findings and I've decided to uphold Mrs K's complaint in line with my provisional decision.

My final decision

I uphold Mrs K's complaint. I instruct Domestic and General Insurance Plc to either supply Mrs K:

- with a cooker hood that connects to her existing fittings in the same way as her broken one; or

- a voucher of a value that is sufficient to allow Mrs K to purchase an appropriate cooker hood in full herself.

I also intend to award Mrs K £150 for the distress and inconvenience Domestic and General Insurance Plc have caused her.

Domestic and General Insurance Plc must pay the compensation within 28 days of the date on which we tell it Mrs K accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 8 August 2022.

Ruth Peek
Ombudsman