

The complaint

Miss W has complained that Domestic & General Insurance Plc (D&G) didn't agree to replace a TV it had arranged as a replacement for a damaged one under her Appliance Insurance policy.

What happened

Miss W had extended warranty cover under an appliance insurance policy with D&G.

In August 2022 she made a claim for a damaged TV that was out of warranty. D&G arranged for the TV to be replaced with a new one.

Miss W contacted D&G in September 2022 to say that the new TV was faulty. D&G told Miss W she would need to contact the manufacturer.

Miss W came back to D&G about a month later as she hadn't been able to make any progress with the manufacturer. She contacted D&G again to ask for proof of purchase, which D&G provided.

D&G explained that as the new TV was within the manufacturer's warranty, any fault with the TV wouldn't be covered under the policy.

Miss W raised a complaint with D&G but it didn't uphold it. So she asked us to look at her complaint.

Our Investigator thought D&G was responsible for ensuring the replacement product provided was fit for purpose. He recommended D&G pay Miss W £250 compensation for the distress and inconvenience caused in having to go back and forth to D&G and the manufacturer. He recommended D&G deal with the supplier to arrange for Miss W to have a working replacement TV.

D&G didn't agree. It says Miss W didn't purchase the product from D&G, but from the manufacturer. D&G isn't a retailer and therefore any issues Miss W has with the product being faulty should be referred to the manufacturer and or retailer for the product.

D&G says it has acted correctly and in line with the policy. From the outset it has assisted Miss W, it has liaised with the manufacturer and provided proof of purchase so that Miss W can contact the manufacturer about a fault.

So as D&G disagree, 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.

There's no dispute that Miss W made a valid claim in August 2022 and this is accepted by D&G.

D&G provided a replacement product in line with the terms of the policy, but this product was faulty. And so I think it is for D&G to have liaised with the manufacturer of the product to ensure it fulfilled its duty in providing a working replacement for Miss W.

This means I'm upholding Miss W's complaint in line with the Investigator's view. For the distress and inconvenience caused to Miss W in having to contact both the manufacturer and D&G- while living with an ongoing faulty product - I think D&G should pay £250 compensation.

My final decision

My final decision is that I uphold this complaint. I require D&G to do the following:

- ensure Miss W is provided with a working replacement TV in line with the policy. It needs to liaise with the manufacturer.
- Pay Miss W £250 compensation for the distress and inconvenience caused.

Domestic & General Insurance Plc must pay the compensation within 28 days of the date on which we tell it Miss W 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 a simple rate of 8% a year

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 31 October 2023.

Geraldine Newbold
Ombudsman