

The complaint

Mr B has complained about a replacement cooker Domestic & General Insurance Plc (D&G) provided under an appliance warranty.

Mr B is represented in this complaint by Mrs B, who I will also refer to in my decision.

What happened

D&G was unable to repair a cooker covered by Mr B's policy. It agreed to replace it. D&G sent a link for Mr B to select a new oven. Mrs B phoned D&G because it wasn't possible to order a new cooker through the link. D&G placed the order over the phone. The oven was delivered and installed. Mrs B then contacted D&G and said it wasn't the correct replacement because it didn't have an induction hob.

When D&G replied, it didn't uphold the complaint. It said Mrs B had provided the model number of the cooker required. D&G's agent had ordered the correct cooker. The cooker had then been received, accepted, installed and used. The supplier wouldn't take the appliance back due to it being used.

So, Mrs B complained to this Service. Our Investigator didn't uphold the complaint. He said Mrs B had chosen the cooker, which was then delivered. The cooker was used before D&G had the opportunity to look into the issue. He said it was fair that D&G had said it wouldn't replace the cooker.

As Mrs B didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

I'm aware Mrs B has said she doesn't think it's possible to make a fair decision about this complaint without D&G providing the list she was sent, from which she selected the appliance. D&G has confirmed to this Service that it can only provide a live list and can't replicate what was available at the time Mrs B selected the cooker. I don't think what D&G has said is unusual. I also still think I can make a fair and reasonable decision about this complaint based on the information available to me.

I've looked at the live list of ovens D&G sent to this Service based on providing a replacement for the oven covered by Mr B's policy. This included details such as whether the cooker had a ceramic or induction hob. I've also listened to the phone call in which Mrs B ordered the replacement cooker. She provided D&G with the product number for the appliance she wanted. D&G asked Mrs B to check the appliance online to confirm it was correct. She confirmed to D&G that it was. D&G briefly explained the product that was going to be ordered including saying it had a ceramic hob. Mrs B confirmed she wanted to

proceed. D&G ordered the requested appliance and it was delivered and installed. A few days later, Mrs B contacted D&G to say it was the wrong appliance. The day after she contacted D&G, Mrs B started to use the oven, which I understand was because she thought it would take a while for D&G to resolve the complaint. However, the company that had supplied the oven was unable to accept the return of used appliances. So, D&G said it couldn't do anything further.

I think D&G's response to the complaint was reasonable. Before it placed the order, D&G confirmed with Mrs B the cooker it was ordering. When it was delivered, it was for Mrs B to confirm she was satisfied it was the correct type of cooker. A few days later, Mrs B told D&G it was the wrong type of cooker. However, the appliance was then used and the supplier was unable to accept its return. I haven't seen evidence that persuades me D&G made an error in how it dealt with replacing the cooker. In the circumstances, I don't think I can fairly require D&G to take any further action.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 11 November 2024.

Louise O'Sullivan
Ombudsman