

The complaint

Miss D is unhappy Domestic and General Insurance Plc (“DGI”) won’t replace her cooker or refund her for her cooker under her home appliance insurance policy.

What happened

Miss D says she has had reason to contact DGI several times when a fault with her cooker has led to some of the electrics tripping in her home. Miss D says she’s had her cooker repaired several times under the policy, but the issues haven’t been resolved. Miss D says she wants her cooker replaced as its causing potential danger to her and her house, as well as a continual inconvenience.

DGI said it doesn’t think it has done anything wrong. It said it hasn’t been informed by the engineer who’s inspected the oven that it is unrepairable or dangerous to repair. DGI said if there is still a fault with the oven, it would be happy to arrange for another engineer to inspect the oven.

Our investigator decided not to uphold the complaint. She didn’t think DGI had opportunity to inspect the faulty appliance, so didn’t think DGI had been unfair in saying it wouldn’t replace it. Miss D disagreed, so the case has been referred to an ombudsman.

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.

Miss D said she’d made several complaints in relation to her oven over a period of years, but DGI has denied it had been notified of ongoing issues. I’ve checked the notes held on DGI’s system, and it doesn’t show it had any contact with Miss D in relation to issues with her oven. I haven’t seen evidence provided by Miss D that contradicts this, so I think DGI has been fair in concluding any previous issues raised by Miss D were likely with a different insurer to itself.

The policy terms set out what DGI’s responsibility under the contract is. The policy states *“if your product suffers a mechanical or electrical breakdown after the end of the manufacturer’s parts and labour guarantee period, we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product”*.

I can see in its final response DGI said to Miss D she had been previously advised by her previous insurer’s engineers that *“your room was too cold for the appliance to work”* and she’d been advised to call out an electrician. I can see DGI said it had been three years since a report had been made about a fault to the previous insurer. It provided a telephone number to Miss D should she wish to arrange an appointment to have her appliance re-assessed.

I appreciate Miss D is frustrated that she hasn’t been able to use her oven. She’d now like it replaced rather than repaired. However, based on the evidence, I think DGI has tried to help

Miss D by providing a contact number to arrange an appointment to have her oven assessed.

Since the final response in February 2024, I can see DGI's engineer has been out to assess the oven. Multiple parts were fitted in March 2024 and a repair was completed. Some parts were changed as a precaution. The appliance was re-tested. DGI's engineer doesn't think the oven is faulty, so doesn't think it needs to be replaced.

DGI has since offered to visit Miss D again, but it has reinforced it would only replace the oven if it was no longer repairable. I haven't seen any evidence provided by Miss D to show there is a fault with the oven. I appreciate it trips her electrics, but this could be to do with her electrics or due to her having the oven in a cold environment. There isn't further contradictory evidence to show DGI's expert has done anything wrong.

DGI is still willing to review further faults with the cooker if Miss D allows it. So, I'm not sure what else I'd expect DGI to do, given its expert doesn't think there is an unrepairable fault with the oven. I haven't seen any suggestion that DGI would be unwilling to repair the oven if it was needed. Therefore, I don't uphold this complaint, as I think DGI has complied with its policy.

I appreciate Miss D is fed up with contacting DGI and thinks her oven is faulty. However, without evidence from an expert supporting this view, I can't say DGI is at fault. If Miss D were to provide expert evidence from alternative expert which shows there is an unrepairable fault with the oven, then I see no reason why DGI wouldn't consider this.

My final decision

My final decision is that I don't uphold this complaint. I don't require Domestic & General Insurance Plc to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 19 November 2024.

Pete Averill
Ombudsman