

The complaint

Ms B complains about a replacement appliance provided by Domestic & General Insurance Plc ('D&G') after a claim on her household insurance plan.

What happened

Ms B took out a D&G insurance policy for her household appliances in December 2023. This covered – among other things – mechanical and electrical breakdown.

Later that month, Ms B reported a fault with her fridge freezer. D&G arranged for an engineer to inspect it. The appointment was originally scheduled for 19 January 2024, however the engineer cancelled and couldn't attend until 30 January. The engineer found a problem with the freezer's fan motor which couldn't be fixed. D&G told Ms B the appliance had to be replaced and sent her replacement options. She chose one of these.

D&G's supplier installed Ms B's new fridge freezer on 2 February. Ms B called D&G the same afternoon to say the new freezer section was much smaller than her old one. She asked D&G to take it back and give her a suitable replacement.

D&G accepted that the delay sending an engineer was unacceptable. It offered Ms B £174 to apologise for this. However, it told her the supplier wouldn't take back the replacement fridge freezer because "*once the appliance [sic] has been installed and turned on, it cannot be returned.*" Ms B was unhappy with this and brought her complaint to this service.

Our investigator recommended that the complaint should be upheld. She found that D&G had recorded the wrong model number when it set up Ms B's policy. This meant the replacement options it gave Ms B were smaller than her old fridge freezer. She thought D&G had acted unfairly and recommended it replace Ms B's new fridge freezer with one of the same specifications as her old one. She also thought D&G should pay Ms B £100 to reflect the inconvenience it had caused her.

D&G didn't accept this, so the complaint was passed to me to make a final decision.

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.

D&G accepted the claim and replaced Ms B's broken appliance, so the only issue for me to decide is whether the replacement is suitable.

Ms B's policy sets out what D&G will do when an appliance breaks down. It says: "*In some situations we will arrange to replace your product instead of repairing it.... In these circumstances, we will arrange to replace your product with one of a same or similar make and technical specification.*"

I've listened to the recordings of Ms B's calls to D&G on 7 December 2023 (when she set up the policy) and 2 February 2024 (when she reported the problem with the replacement).

Having done so, I find:

- Ms B didn't know the exact model of her fridge freezer when she took out the policy. She told D&G's agent it was about two years old and cost £400.
- The model number isn't recorded on Ms B's policy certificate.
- Ms B gave D&G the correct model number during her 2 February call, when she said the replacement was too small.
- This is the same model shown on her March 2021 order, so I'm satisfied this was the correct model.
- The capacity of her old freezer was 97 litres; the capacity of the replacement is 53 litres.
- The capacity of her old fridge was 178 litres; the replacement is 142 litres.
- During the 2 February call D&G's agent asked Ms B: *"And it has been installed and used, hasn't it?"* Ms B replied: *"It's not turned on yet because I need to wait three hours..."*
- At the end of the call, Ms B asked the agent if she could turn the freezer on. The agent said she could because it was already deemed to have been used.

D&G told us the engineer inspected the model it had on its records. I don't accept this. In the 2 February call, Ms B quoted the model number to D&G's agent. She told him: *"I think you [D&G] entered the wrong details because even the technician when he came he told me 'Look this is not what I have here your details'."* She also said that the engineer *"took pictures of the fridge freezer and the model as well..."* I find Ms B's evidence on this point consistent and reliable.

I don't know why D&G had the wrong model number on its system. It's possible its agent entered a default model when she set up the policy. D&G's records also appear to show the model number was changed on 21 December 2023. Whatever the reason, I'm satisfied that the replacement fridge freezer was smaller than Ms B's old one. I'm also satisfied that Ms B wouldn't have known that D&G had recorded the wrong model because the model number wasn't stated in her policy documents.

D&G also told us Ms B didn't complain about the replacement until it had been installed and used. Again, I don't accept this. It's clear from the 2 February call that Ms B reported the problem within a couple of hours of the new appliance being delivered. I can understand why she might not have realised that the replacement was too small until it was installed, and she called D&G as soon as she realised this. I also understand why Ms B might not have checked the technical specifications of the replacements D&G offered her and assumed these would be the same as her old one.

I'm also satisfied that Ms B complained before she turned on her new freezer. I think D&G had the chance to resolve this immediately. For example, it could have reviewed the engineer's photos before declining her claim. I don't accept D&G's argument that Ms B made her complaint *"when we were no longer able to remedy it."*

For the reasons above, I don't think D&G acted fairly. The replacement fridge freezer was smaller than Ms B's old one so D&G didn't fulfil its obligations under the policy terms. I also think it acted unfairly by refusing to exchange the replacement when Ms B reported this. It should provide Ms B with a new fridge freezer of *"a same or similar make and technical specification"* to the one that was broken, as shown in her March 2021 order.

I find that D&G's handling of this matter has caused Ms B distress and inconvenience. As I said above, she provided all the information D&G needed to resolve the matter quickly and

before the appliance had been turned on. Its failure to do so caused Ms B unnecessary distress. Her freezer capacity is just over half of her old freezer, with obvious storage consequences. In the circumstances, I think our investigator's recommendation is too low. I think D&G should pay Ms B £250.

My final decision

My final decision is that I uphold this complaint and order Domestic & General Insurance Plc to:

- Replace Ms B's fridge freezer with one of a similar make and technical specification as her old one, as shown in the March 2021 order.
- Pay Ms B £250 for the distress and inconvenience its handling of this claim caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 6 February 2025.

Simon Begley
Ombudsman