

The complaint

Mr B complains about Domestic & General Insurance Plc ('D&G') declining a claim under an extended warranty insurance policy.

What happened

Mr B took out a D&G warranty for a kitchen appliance in September 2023. This covered mechanical and electrical breakdown, accidental damage, and associated labour charges. In August 2024, he reported a problem with the appliance. He said his "*cooker stops burning and gas still leaks out.*" He asked D&G to replace it.

D&G offered Mr B £50 for the cost of an April 2024 gas inspection, and £100 to buy an air fryer while it investigated the problem with the cooker. It appointed an engineer to inspect it. The engineer couldn't find a fault. A second engineer attended two weeks later and couldn't find a fault either. As a result, D&G didn't accept Mr B's claim for a replacement cooker. Mr B didn't agree and complained to this service.

Our investigator didn't recommend that the complaint should be upheld. She was satisfied that D&G had fulfilled its obligations under the warranty. Its engineers couldn't find any problem with the cooker so D&G didn't have to pay for a replacement. She also thought its offer to pay for the gas inspection and air fryer was fair because it didn't have to do this under the policy terms.

Mr B 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.

Mr B's policy document sets out what D&G will do when an appliance breaks down. It says: "*If your product suffers a mechanical or electrical breakdown after the end of the manufacturer's parts and labour guarantee period, we will do one of the following: authorise a repair by our approved engineer, arrange a replacement or (at our option) pay the cost of a replacement product.*" D&G's 30 September 2023 welcome letter to Mr B confirmed "*If we're unable to fix your [manufacturer] cooker then we'll replace it for you.*"

The problem here is that two separate engineers inspected the cooker and couldn't find a problem. I've quoted their reports below:

- 11 September: "*Customer reported intermittent gas smell and oven too hot. Tightness test passed with no smell of gas. Oven temp accurate as per multimeter reading. Intermittent fault, unable to replicate. Customer going to speak to D&G as ongoing.*"
- 25 September: "*Multiple reported faults. Customer sometimes smells gas although tightness test passed and no leak could be detected. Unknown cause of why oven*

and hob flames intermittently go out, customer to contact D&G regarding exchange request." The report listed the engineer's checks which showed no fault with the cooker.

D&G also contacted the contractor that issued a gas safety certificate in April 2024. It confirmed it found no evidence of a gas leak at this time.

I've listened to recordings of Mr B's calls to D&G on 3 and 11 September:

- 3 September. Mr B asked for D&G's approval to appoint his own engineer and confirm it would cover these costs. The claim handler asked Mr B to email this request and agreed to call him back. Her email the same day explained what Mr B had to do if he wanted his engineer to carry out a repair.

The following day Mr B told D&G that his engineer was "*charging too much for an emergency call out*" and couldn't agree a suitable time to visit. He accepted D&G's offer to refund him for the air fryer and gas inspection. He also accepted an 11 September appointment from a D&G engineer.

- 11 September. Mr B told D&G its engineer had "*confirmed that [the cooker]'s not repairable and there's a gas leak on it*". He asked about getting a replacement. The call handler put Mr B on hold and discussed this with the manufacturer. The manufacturer's agent quoted the engineer's report (as above) which directly contradicted Mr B. She confirmed that the engineer hadn't written off the appliance, and said "*nothing is wrong with the appliance and it's still suitable to be used.*"¹

This is a difficult situation. Mr B genuinely believes there's something wrong with the cooker. However, at least three engineers couldn't find a fault with it. I don't see any reason to doubt the findings of these experts.

Instead, D&G invited Mr B to appoint his own engineer. Its 7 October email said: "*As the repair agent could not locate a fault or leak present, we can offer you a second opinion with an engineer and we can cover the cost if a fault is found.*" A letter the same day gave more details and confirmed "*if no fault can be found we are not able to cover the call out cost.*" I think this was a fair proposal, but it doesn't look like Mr B followed this up. Instead, he bought a new cooker.

For the reasons above, I don't think D&G can reasonably be asked to fix or replace something that its engineers said wasn't broken. I don't agree that D&G should have to refund the cost of Mr B's new cooker.

I'm conscious that D&G's engineer didn't turn up at the scheduled time on 11 September. This caused Mr B unnecessary inconvenience. However, D&G paid Mr B £150 for the gas inspection and air fryer. Under the policy terms, I don't think it had to pay either of these. In the circumstances, I think this covers any award I might make for the inconvenience its engineer caused. I'm not going to ask it to do anything more.

¹ The manufacturer's agent also mentioned a previous inspection where the engineer couldn't find a problem with the cooker, however D&G didn't provide any details about this.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 19 March 2025.

Simon Begley
Ombudsman