

The complaint

Mrs W complains about Domestic & General Insurance Plc's ("D&G") decision to decline to offer any assistance following a claim she made under her appliance insurance policy.

What happened

Mrs W says her tumble dryer developed a fault, so she reported this to D&G. She says her tumble dryer couldn't be fixed so D&G replaced it, but she wasn't given an option to pick a similar appliance. Mrs W says she just received a call to say a new tumble dryer was going to be delivered but wasn't given an opportunity to choose which tumble dryer she wanted. Mrs W says she's now having problems with the new tumble dryer and has had to arrange call outs. Mrs W says the fault, which is a manufacturer's fault, still hasn't been repaired.

D&G responded and explained their records showed the tumble dryer wasn't replaced by them and this was done by the manufacturer. They said the policy was cancelled after Mrs W received her new tumble dryer – and the new appliance wasn't covered by them. They said, as Mrs W's tumble dryer is still under its manufacturer's warranty, she would need to contact them. D&G offered £19 as a gesture of goodwill for any inconvenience.

Our investigator looked into things for Mrs W. He thought D&G hadn't acted unfairly in declining to offer any assistance. Mrs W disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Mrs W will be disappointed by this but I'll explain why I have made this decision.

D&G have provided information which shows Mrs W contacted them on 28 February 2024 to report an issue with her tumble dryer. A claim was registered, and D&G arranged for an engineer to carry out repairs in March. The system notes show Mrs W then contacted D&G on 21 June and D&G then started the cancellation process for the policy. D&G say this was because Mrs W had indicated a new tumble dryer was going to be delivered, so the policy - which covered the previous tumble dryer - was no longer necessary.

I acknowledge Mrs W is concerned she wasn't given an opportunity to choose which tumble dryer she wanted, and that the new appliance has a fault. But I can't see the replacement was arranged as part of a claim against Mrs W's policy. The information only shows one claim – and this relates to the repairs which were carried out in March. The policy terms and conditions do say D&G will replace an appliance in the event a repair can't be carried out or it's uneconomical to repair the appliance. But I can't see either of these events having occurred here. The claim notes or system notes don't make any reference to a separate claim being made, D&G deciding they can't repair the appliance or that it's uneconomical to

repair, and D&G then arranging a replacement. So, given that I'm not persuaded D&G have arranged the replacement through a claim, I can't hold them responsible for Mrs W's concerns about the lack of choice or the problems with the new tumble dryer.

The information shows D&G made enquiries and established that Mrs W's tumble dryer was replaced by the manufacturer due to safety concerns. The claim notes say the manufacturer attended to carry out an inspection and D&G say Mrs W's tumble dryer was recalled under the terms of the manufacturer's warranty. D&G have provided a system note which shows the manufacturer did recall the tumble dryer due to a safety concern. So, given the information I have at this point, I'm persuaded D&G weren't responsible for arranging the replacement appliance.

I can see D&G have suggested Mrs W contact the manufacturer as the tumble dryer was replaced by them and would also likely still be under the manufacturer's warranty. Given that I haven't seen any evidence that D&G arranged the replacement appliance, I think this could be a way forward for Mrs W to try to resolve the issues with her new tumble dryer. I can see D&G have paid £19 in compensation which they say was for any inconvenience caused to Mrs W – I think that's reasonable in the circumstances.

I can see Mrs W questions why she has been paying for insurance each month when D&G didn't then offer her a replacement, or give her a choice between different tumble dryers, in the event her appliance couldn't be repaired. I acknowledge the points made by Mrs W and, had there been evidence of a claim being made, D&G carrying out an assessment of the tumble dryer and deciding it can't be repaired, then I would expect them to handle the claim in line with the policy terms and conditions – as that would be providing Mrs W with the cover she has paid for. But, as I've mentioned above, I can't see the replacement was arranged through the policy, so D&G couldn't take the steps set out under the policy.

Mrs W has provided dates and a screenshot showing calls she made – and she says these were calls to D&G. But having looked at these dates, they support the information and timeline D&G have provided showing the steps taken by the manufacturer. So, I'm more persuaded it was the manufacturer, and not D&G, who arranged the replacement.

I wish to reassure Mrs W I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 14 March 2025.

Paviter Dhaddy
Ombudsman