

The complaint

Mrs E is unhappy with the replacement fridge freezer provided by Domestic & General Insurance Plc (D&G) following a claim under her appliance insurance policy.

What happened

Mrs E has an insurance policy for her fridge freezer with D&G, this provides cover for breakdowns and accidental damage.

Mrs E's fridge freezer was determined by D&G as needing replacing due to issues with it. Following discussions with Mrs E about a suitable replacement, an order for a replacement appliance was placed by D&G for delivery.

On delivery of the replacement fridge freezer, Mrs E was unhappy as this was much smaller than her original appliance. Mrs E says the delivery agent said she should use the new appliance in the interim whilst disputing the size difference with D&G. Mrs E subsequently complained to D&G that the replacement appliance was unsuitable.

D&G responded to Mrs E's complaint. They said that whilst the fridge capacity was smaller than Mrs E's original appliance, the freezer capacity was increased. They also said Mrs E had accepted that replacement appliance during the call with them, and had made an informed decision, so they didn't agree to do anything further.

As Mrs E remained unhappy, she approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. The investigator said that when discussing the replacement appliance with Mrs E, D&G had compared the replacement with what they said was the specifications of Mrs E's current appliance, but they'd used the wrong model. He said this had resulted in Mrs E being given an incorrect comparison between capacities of the appliances which had meant she was unable to make an informed decision when accepting the replacement option presented by D&G.

The investigator also said that he was persuaded Mrs E had been told by the delivery company to use the new appliance whilst disputing this with D&G, as without this she wouldn't have had a usable fridge freezer.

Ultimately the investigator said he didn't think D&G had replaced the appliance with a suitable replacement in line with the terms. So, he recommended D&G replace the appliance with a suitable alternative and pay £150 compensation.

D&G didn't agree and asked for a final decision from 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.

Having done so, I've reached the same overall outcome as our investigator, and for the same reasons.

Mrs E says that when the replacement appliance was delivered, it was much smaller than her existing appliance. D&G says Mrs E was aware of the size difference and made an informed decision when she accepted it.

I've listened to the call Mrs E had with D&G when the replacement appliance options were discussed. Like our investigator, I don't think Mrs E was able to make an informed decision during the call with D&G about the replacement appliance. I'll explain why.

During the call, Mrs E said the initial replacement options she was given by D&G were unsuitable as they were too large for her kitchen. D&G said there were two additional options available, which would be suitable dimensions. The first option was rejected by Mrs E as the fridge freezer 80/20 split was unsuitable for her personal needs.

The second option given by D&G was for the same brand as Mrs E's existing appliance. Whilst smaller dimensions overall, D&G explained that although the fridge capacity was ten litres less than Mrs E's existing appliance, the freezer capacity was four litres larger. Mrs E accepted the appliance on this basis.

However, it seems that D&G based the comparison on the incorrect model.

D&G said Mrs E's current appliance had a fridge capacity of 153 litres and a freezer capacity of 82 litres. When comparing this against the suggested replacement option, D&G said that whilst the fridge had a ten litre lower capacity (143 litres), the freezer capacity was increased by four litres to a total of 86 litres.

However, it appears there were two slightly different model numbers for Mrs E's existing appliance and a similar alternative. The difference being a single digit at the end of the model number. Using the correct model number, as supported by Mrs E's original order, this shows the capacity internally is actually different.

The specifications of Mrs E's existing appliance were 154 litres of fridge capacity, and 100 litres of freezer capacity. This means that the replacement fridge freezer suggested by D&G had smaller capacity of both fridge (by 11 litres which Mrs E was aware of) and freezer (by 14 litres), and this reduction in freezer capacity isn't something Mrs E was aware of when agreeing to the replacement, as she was told it would be more than she already had.

D&G has argued that both model numbers are the same appliance, and the slightly different model number makes no difference to the capacity. However, our investigator provided D&G with evidence from the manufacturer website (which I've also checked myself) which does indeed show the different capacities for each model number. So, given this information is directly from the manufacturer, I'm persuaded by it.

Therefore, I don't agree with D&G's position that Mrs E made an informed decision during the call with them, as the comparison wasn't accurate and was actually a reduction in both fridge, and freezer capacities – something Mrs E wasn't made aware of. Whilst capacity differences may be suitable and acceptable to some policyholders, Mrs E has explained why she needs capacities closer to her original appliance based on her personal circumstances. And I don't think her requirements based on her individual needs are unreasonable.

D&G has also said that Mrs E had accepted the appliance on delivery, and then used it. However, Mrs E explained that on delivery, she discussed the obvious size differences with the delivery agent, who agreed with her. She says they'd already loaded her old appliance onto the van, and they suggested she use the new appliance, so she had a usable fridge freezer, whilst disputing the size issue with D&G. I'm persuaded by Mrs E's testimony.

In any event, I don't think D&G has provided a suitable replacement appliance in line with the policy terms:

"In some situations we will arrange to replace your appliance instead of repairing it (for example where we cannot repair it or we decide that it is uneconomical for us to repair your appliance). In these circumstances, we will arrange to replace your appliance with one of a same or similar make and technical specification."

And the only reason Mrs E agreed to the replacement appliance in the first place is because she was under the impression from D&G that the replacement would be comparable, with increased freezer capacity. But as explained, this was based on the incorrect model and it actually had a smaller capacity than the existing appliance which Mrs E wasn't aware of.

With this in mind, I'm directing D&G to provide a replacement appliance which is closer to, or the same as, the specifications of the original appliance. Mrs E would need to agree on a suitable replacement appliance with D&G if an exact match isn't possible.

D&G is aware of Mrs E's personal circumstances, and why she needs particular fridge freezer capacities, and the impact not having this has. I won't repeat that in detail here as D&G is already aware. But providing an unsuitable replacement appliance has impacted Mrs E and caused her additional inconvenience. Having taken everything into account, I agree with our investigator that D&G should also compensate Mrs E £150 for the distress and inconvenience caused.

My final decision

It's my final decision that I uphold this complaint and direct Domestic & General Insurance Plc to:

- Provide a replacement appliance which is closer to, or the same as, the specifications of Mrs E's original appliance.
- Pay Mrs E £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 21 April 2025.

Callum Milne
Ombudsman