

## **The complaint**

Mr R complains about Domestic & General Insurance Plc's (D&G) handling and settlement of a claim made under his cooker insurance policy.

## **What happened**

Mr R has an insurance policy for his cooker with D&G, this provides cover for breakdowns and accidental damage.

Following a fault with Mr R's cooker, he contacted D&G for assistance. An engineer attended and carried out repairs. However, later the same day, the issue reoccurred. Mr R complained to D&G.

D&G apologised that the issue had reoccurred and arranged an appointment for an engineer to attend. They also paid Mr R £85.50 compensation.

When the engineer attended, the cooker was written off. Mr R was offered a replacement cooker in settlement of the claim in line with the terms and conditions of the policy.

However, Mr R was unhappy with various replacements offered by D&G. Instead, Mr R wanted to upgrade his appliance to a larger, higher specification, model. D&G said Mr R could upgrade the appliance, but there would be an upgrade fee applicable. Mr R didn't want to pay an upgrade fee and said D&G should waive it. Whilst D&G said they were unable to waive the upgrade fee, they said they could offer free installation instead, or as an alternative, they offered a cash settlement.

As Mr R remained unhappy with the offers of settlement, and that D&G wasn't willing to waive the upgrade fee, he approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't recommend D&G do anything further. He recognised that the fault wasn't repaired satisfactorily on the first visit, but he thought the compensation already paid by D&G for this was fair. So, he didn't recommend D&G pay further compensation.

The investigator also said he thought the various settlement offers presented by D&G were fair, and he didn't recommend they do anything further.

As an agreement couldn't be reached the case was passed to me for 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr R, I've reached the same outcome as our investigator.

When Mr R's cooker first developed a fault and he reported this to D&G, an engineer attended and carried out repairs. It's clear the repairs weren't effective as further issues presented later the same day. I can fully appreciate why this would be frustrating and disappointing for Mr R given he was expecting his cooker to be fully repaired.

D&G arranged for another engineer appointment along with paying £85.50 in compensation. I do recognise a further engineer appointment would've been inconvenient and leave Mr R without a cooker until that appointment could go ahead. However, I think the compensation already paid by D&G for this was reasonable, so I'm not going to direct them to increase it.

The cooker was subsequently written off. The terms of Mr R's policy outline:

*"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."*

D&G offered a cooker replacement with similar specification to the existing appliance free of charge. However, as Mr R was unhappy with the replacement offered, D&G also offered slightly more expensive, but similar specification, appliances and offered to waive the £65 or £10 upgrade fees. I think these offers were reasonable and fulfilled the settlement requirements under the policy outlined above.

However, Mr R wanted to upgrade his cooker from a 60cm appliance to a 90cm range type appliance. Therefore, he was unhappy with all the appliances that had been offered by D&G (including the more expensive ones with waived fees) because they were similar size and specifications to his current appliance.

D&G said that Mr R could upgrade his appliance, but there would be upgrade fees for either of the appliances Mr R wanted (£200 or £350). Mr R didn't want to pay the upgrade fee and instead wanted D&G to waive these. This wasn't something D&G agreed to, given the increase in model value and specification. But in an attempt to reach a resolution, D&G offered free installation instead. However, Mr R maintained that D&G should waive the upgrade fees instead.

As none of the options presented to Mr R were acceptable to him, D&G also offered a cash settlement of £500 as an alternative, which Mr R could put towards an appliance of his choice. And I don't think that was an unreasonable alternative offer, as this amount is in line with what it would've cost to replace the appliance with those originally offered, which were in line with the policy terms.

Whilst I recognise Mr R is unhappy D&G won't waive the upgrade fees (£200 or £350), I don't think they've acted unreasonably by not doing so. The appliance models Mr R wants are significant upgrades, and D&G has already offered replacements in line with the policy terms, including more expensive models too. It's also offered to waive installation fees, and a cash settlement as an alternative. And I think all those offers presented were fair, so I won't be directing D&G to waive the upgrade fee.

As there are several offers that Mr R can choose from in settlement of his claim, and I think all of them are fair, I won't be directing D&G to do anything further than what they've already offered. Whilst Mr R has had a broken cooker for some time now, the offers made by D&G were fair, so I can't hold them responsible if Mr R didn't want to accept any of those. If Mr R now wants to accept one of the offers presented by D&G, he'll need to contact D&G directly to confirm this.

**My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 24 April 2025.

Callum Milne  
**Ombudsman**