

The complaint

Ms B complains about how Domestic & General Insurance Plc (DGI) dealt with and settled a claim she made under her appliance protection policy.

What happened

Ms B held an appliance protection policy with DGI, which insured her cooker against mechanical or electrical breakdown, labour charges and accidental damage. The cooker was manufactured by a company, which I'll refer to here as "S" and dates back to 2016.

On 18 March 2025, after Ms B's cooker broke, she contacted DGI to ask it to repair the appliance and raise a claim under her policy. DGI declared the cooker beyond economic repair (BER) on 20 March 2025 and looked to replace it under the policy.

DGI said, as Ms B's cooker was obsolete, it offered several alternative cookers instead. But Ms B said the alternatives offered weren't comparable as they didn't match the technical specifications of the broken cooker. So, she rejected the replacement models proposed by DGI and complained. She wanted it to replace her broken cooker like for like and said she'd suffered financial loss during the time she was without her cooker as she'd had to pay caterers to cater for a special event she was hosting.

DGI investigated Ms B's concerns, but it didn't uphold her complaint. Within its final response, DGI said its obligation under the policy was to provide a replacement of similar or equivalent technical specification. It stated it had met that obligation in offering comparable appliances for Ms B to choose from. And it declined to reimburse Ms B's catering costs as it said it had offered suitable replacement cookers.

Being dissatisfied with how DGI had dealt with her complaint, Ms B referred it to our service. Our investigator assessed the evidence provided and empathised with what had happened. But they didn't recommend upholding this complaint as they were persuaded the DGI had offered suitable replacement appliances and thought it had acted fairly and reasonably.

DGI accepted our investigator's view of this complaint. But Ms B rejected it and requested an ombudsman decision. So, I've been asked the fairest way to decide this complaint.

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.

I'm sorry to hear about the difficulties Ms B experienced here. I know she feels very strongly about this matter, and I appreciate the reasons she brought her complaint to our service. However, while I sympathise, the issue that I must determine is whether DGI made a mistake, or treated her unfairly, such that it needs to now put things right.

Where the information I've got is incomplete, unclear or contradictory (as some of it is here) I must base my decision on the balance of probabilities. I'd like to thank Ms B and DGI for the

level of detail contained within their submissions. I've read and considered all the information provided. But if I haven't specifically referred to a point that Ms B or DGI have made it isn't because I've failed to take it on board and think about it. It's because my decision will focus on what I think are the key issues. This approach reflects the informal nature of this service.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBs). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Here, I'm satisfied DGI dealt with Ms B's claim expeditiously. She notified DGI of her claim on 18 March 2025 and, within 2 days, it had assessed her cooker and declared it BER. It then promptly offered a replacement and, when this wasn't suitable to Ms B, it provided its final response to her complaint. This all happened within a week of Ms B making a claim for her broken cooker, which demonstrates there was no delay in the claims handling process.

Ms B's policy with DGI sets out in clear terms that her cooker is insured for mechanical or electrical breakdown, labour charges and damage caused by accident. And if her cooker can't be repaired, for example where it's been declared BER, it'll be replaced.

The policy terms explain in clear, unambiguous language:

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

I'm satisfied from the available evidence that it was fair and reasonable for DGI to declare Ms B's broken cooker BER. The cooker couldn't be repaired, which is unsurprising given its age and the fact that it's now an obsolete model. In this scenario, DGI's policy obligations meant it needed to offer a replacement appliance. As, as Ms B's cooker is no longer manufactured by S, DGI needs to offer a replacement that's the closest match in terms of make and technical specification to the model it insured.

I've seen the replacement models offered by DGI and I've compared their specifications to the cooker that Ms B insured in order to determine whether the replacements proposed were of similar make and specification to the model that broke.

I can see that all the replacements offered by DGI are manufactured by S, which satisfies me that the same brand of cooker has been offered here. Ms B therefore isn't being offered a cooker from an inferior manufacturer.

Ms B informed our service that she wants a replacement cooker that's 90 cm long, which is the length of her broken cooker. Having carefully considered the replacement models offered by DGI, I'm satisfied the dimensions are identical to the cooker that broke.

I note that Ms B's cooker had a stainless steel electric range cooker induction hob with one oven. However, the replacement cookers offered have a dual oven function with two ovens fitting along the length of the appliance. This difference appears to be a key point of dispute

for Ms B.

While I understand that Ms B would prefer a single oven, I'm aware that the capacity of the ovens offered by the replacement cookers isn't detrimental to her. I say this because the capacity of the original oven was 70 litres. In contrast, the capacity of the replacement ovens are 70 litres for the main oven and 35 litres for the secondary oven. So, Ms B is actually gaining oven capacity.

I mentioned that Ms B's cooker was stainless steel, which she said fit the aesthetic of her kitchen. Having considered the appliance options offered to Ms B I can see that one cooker is black in colour. I recognise that this doesn't match the décor of Ms B's kitchen. But the other cooker option DGI offered is stainless steel. So, I'm satisfied that a suitable colour option has been provided here by DGI.

The replacement cookers proposed by DGI offer a similar range of technical specifications to the broken cooker. I'm aware that Ms B's broken cooker had a rotisserie function. But the replacement cookers offered to Ms B have a grill feature that can be used in this way. The absence of a separate rotisserie function doesn't persuade me that the cookers offered by DGI are so technically different to the appliance that broke that means it hasn't offered a replacement model that's similar in technical specifications.

Ms B has shared a website link for a cooker with a single oven, which she'd like DGI to replace her broken cooker with. As this information had only recently been provided by Ms B, I invited DGI's views on whether this cooker would be comparable. And I accept its response that the model proposed by Ms B would constitute betterment, which isn't permitted under the policy.

While the replacement Ms B has proposed only has one oven as she wants. It's significantly different overall to the broken appliance. It has a much larger oven capacity with more oven functions and special features including air fry, BBQ and pizza making capabilities. Ms B's broken cooker didn't have these features. So, it's fair and reasonable to say the cooker Ms B has proposed is superior to the one that broke.

I've mentioned that Ms B's policy DGI requires it to provide a replacement appliance that's of the same or similar make and technical specification to the one it's intended to replace. I'm satisfied that providing a superior model isn't something it's obligated to do. So, it wouldn't be fair or reasonable for me to direct DGI to provide the replacement Ms B wants here.

In the overall circumstances of this complaint, I'm satisfied from reviewing the technical specifications of the replacement cookers offered to Ms B that they're broadly similar in specifications when compared to the broken cooker. DGI has therefore acted fairly and reasonably and in line with the policy terms in proposing these models as potential replacement appliances.

Ms B has argued that she'd like vouchers to be provided by DGI, which she can then use to purchase a replacement appliance from a retailer of her choice. But the policy outlines in intelligible language how claims will be settled where a replacement can't be arranged. The terms explain:

"If we cannot reasonably arrange a replacement, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification..."

Here DGI has been able to propose reasonable replacement appliances that are comparable to the broken cooker. I'm not persuaded it has been unable to reasonably arrange a

replacement, which is when the voucher clause applies. If Ms B wants it to settle her claim using vouchers, she'd need to discuss this with DGI first. She'd need to be aware though that any vouchers provided would be from a retailer chosen by DGI as the policy outlines.

Finally, Ms B asked our service to direct DGI to reimburse the costs she incurred when she employed caterers to cater for a special event she was hosting. I understand this was during the time her cooker wasn't working. But I can't fairly hold DGI responsible for that cost because I'm satisfied it offered suitable replacement cookers, which were in line with the policy terms and conditions and didn't delay in how Ms B's claim was handled.

I realise that Ms B will be disappointed with this decision but I'm not upholding her complaint. This now brings to an end what we, in trying to resolve Ms B's dispute with DGI, can do for her. I'm sorry we can't help Ms B further on this.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 18 November 2025.

Julie Mitchell
Ombudsman