

The complaint

Ms B is unhappy that Domestic & General Insurance Plc (D&G) replaced her appliance with the door opening from the incorrect side.

What happened

The background to this complaint is well-known to both parties. So I've set out a summary of what I think are the key events.

Ms B had an extended warranty and repair insurance policy, underwritten by D&G, which provided cover for her freezer. When her freezer broke down, Ms B claimed under the policy and D&G agreed to replace the freezer. Ms B ordered the replacement freezer while on a call with D&G, during which it confirmed the freezer specifications.

When the freezer arrived, Ms B noted that it opened from the opposite side to her old freezer. She complained to D&G because she said it had told her the freezer would be the same. Ms B wanted the matter corrected.

D&G looked into Ms B's complaint and explained that it had told her during the call that the freezer would be the same or similar, as confirmed in the policy terms and conditions:

2. If we replace your equipment, we will replace it with equipment of the same or similar make and specification.

D&G also pointed out that the freezer had a reversible door, which it confirmed in the call when Ms B ordered the replacement, and she hadn't mentioned any preference for the side it opened from. Ms B remained unhappy, and she asked D&G to send someone to reverse the door. D&G agreed to pay up to £150 for Ms B to make the arrangements herself and on receipt of a paid invoice. But Ms B said she couldn't find anyone to do the work.

D&G issued a final response letter confirming its position, maintaining that it would pay up to £150 on receipt of a paid invoice and that it wasn't responsible for reversing the door. Ms B remained unhappy so she brought her complaint to us.

One of our investigators considered the evidence but she didn't think it was a complaint we should uphold. She said the policy set out D&G's obligations and she thought it had handled the claim in line with the terms and conditions. As Ms B was aware that the door was reversible and she hadn't specified the side she preferred, our investigator didn't think D&G needed to do any more than it had already offered.

Ms B didn't agree. She repeated the detail of her complaint and asked for further consideration. So the complaint was passed to me to decide.

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 Ms B's complaint for broadly the same reasons as our investigator.

The regulator's principles say that firms must act in the best interests of their customers and treat them fairly. The policy sets out the detail of the contract between Ms B and D&G, so I've looked at what D&G should've done in line with the terms and conditions and whether it was fair in the circumstances.

There's no dispute about the validity of the claim, or that D&G replaced the freezer. The complaint is simply about whether D&G provided a replacement freezer in line with the terms and conditions, and whether it should've reversed the door when Ms B asked.

Ms B said D&G should've replaced her freezer with one of the same, and it confirmed this on a call. The policy confirms that D&G would replace it with the "*same or similar*". Having listened to the call, I heard Ms B say she wanted the same model and the agent replied "*it won't be the exact same model*". Indeed Ms B looked at the models on offer during that call, and she chose one which provided a greater capacity than her old freezer. So she would've been aware that it was not identical and, therefore, I can't agree that D&G should've replaced the freezer with one of the same make and model.

Ms B said the freezer should've opened on the same side as her old freezer. I've thought about this but in the circumstances I don't agree. If Ms B had told D&G she needed her replacement freezer to open from the same side as her old freezer, then I might've considered things differently. But that's not what happened here. Ms B didn't specify a preferred opening direction, and she didn't make any comment about this when D&G confirmed the door was reversible on the model she chose.

Further to this point, as D&G confirmed the door was reversible, then it can be adjusted to open from the side Ms B prefers. Therefore, I don't find that D&G provided an inappropriate replacement freezer.

Turning to the matter of Ms B having the door reversed, I've thought carefully about D&G's offer to pay up to £150 towards it on receipt of a paid invoice. Ms B wanted D&G to complete the change rather than pay her for the work to be done. D&G said that's not something it would do under the policy. Looking at the terms and conditions, I note the policy states:

What is not provided

c The cost of modifying the equipment

I'm satisfied that reversing the door would count as *modifying the equipment* therefore, I don't think that D&G had any obligation to complete the work Ms B asked for. Nor do I think that D&G had any obligation to pay for the reversal.

I understand Ms B said she couldn't find anyone to complete the work, although more recently she said she had found someone. Looking at D&G's response to her complaint, it provided a copy of the user manual which stated:

If the door-opening direction of your appliance can be changed, contact the nearest Authorised Service Centre to change the opening direction.

D&G provided Ms B with the contact details for the service centre.

Overall, the evidence persuades me that D&G replaced Ms B's freezer in line with the terms and conditions of the policy. And, as the policy didn't require it, I'm satisfied D&G treated her

fairly by offering to cover the cost of modifying the door opening, up to £150, on receipt of a paid invoice. I see no reason to ask D&G to do any more.

My final decision

For the reasons given, my final decision is that I don't uphold Ms B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 30 October 2024.

Debra Vaughan
Ombudsman