

## **The complaint**

Miss V is unhappy how Domestic & General Insurance Plc (D&G) handled a claim made under her household warranty policy.

## **What happened**

Miss V made a claim for her cooker on her household warranty policy. She was offered a cash settlement or a replacement. Miss V opted for a replacement which was delivered in early June 2024. Unfortunately, shortly after this the kitchen ceiling collapsed, which meant an entirely new kitchen needed to be fitted.

Miss V contacted D&G to ask if she could return the oven and opt for a cash settlement instead – which was the other option under the policy. Originally, the adviser said this wasn't possible as more than 14 days had passed since the oven had been delivered. However, the adviser then told Miss V that D&G would arrange for the oven to be collected, and a cash settlement would be offered after the oven was assessed. When the replacement oven wasn't collected, Miss V complained to D&G. In their final response letter, they said they'd asked their supplier to collect the oven, but this request had been declined. D&G also said a cash settlement wouldn't be provided because it was requested after the 14-day timeframe.

Miss V referred her concerns to the Financial Ombudsman Service. She said to put things right she wanted D&G to adhere to the promises made to her, and to pay compensation for the poor service she'd received.

One of our investigators looked at this complaint. She initially said D&G should pay Miss V £100 to recognise the loss of expectation around the collection. D&G accepted this conclusion, but Miss V didn't. She said that based on the conversation she'd had with D&G, she understood the oven would be collected and it was after this call that she paid the deposit for the new kitchen, which included a design not compatible with the freestanding oven at her home.

Our investigator reflected on this and wrote to both sides setting out a revised conclusion. This said D&G should pay the cash settlement Miss V would have received if the oven had been collected, remove the oven from Miss V's home and pay increased compensation of £250, to recognise the extended time the family has gone without proper cooking facilities. Miss V accepted this conclusion, but D&G said their agent had not promised Miss V the oven would be collected and they didn't accept the revised conclusions. As a result, this case has been 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.

I've started by listening to the call made by Miss V, where she asked for the oven to be collected. In their response to this Service, D&G said the collection of the oven was discussed and they would attempt to have the manufacturer arrange this. I don't agree this is

what the adviser said during the call with Miss H. I've transcribed what the adviser said to Miss V below:

*"So I have spoken to a particular team they have authorised for an uplift, which I'm going to arrange...only once is this appliance is collected and taken back by the supplier then only we will contact the supplier to confirm this appliance is fully intact, not used not damaged nothing of that sort and then only we will arrange for a cash settlement."*

The adviser goes on to say they have arranged the collection of the oven and sent an email confirming this to Miss V. I agree that earlier in the call the agent appears to have adhered to D&G's standard position, which is that the oven could only be returned within 14 days. But in the circumstances of this case, Miss V was clearly told by the adviser that having checked again, the oven would be collected. The adviser says they've sent confirmation of this. On the basis of this phone call and the assurances offered, I can understand why Miss V moved ahead with a kitchen design that included an integrated oven rather than a freestanding one.

It's clear from the paperwork provided that Miss V only paid the deposit for the new kitchen after she had been assured the oven would be collected. This is supported not only by the invoice which is dated three days after the conversation with the adviser, but also by a subsequent email from the kitchen supplier who noted that there were bespoke items *"tailored for your kitchen that have been preordered"*.

I appreciate the request to return the oven came more than 14 days after it had been delivered. D&G could have maintained this position in line with the policy terms and, had they done so, I'm persuaded Miss V would more likely than not have designed the new kitchen to include the freestanding oven. However, I'm satisfied the conversation with the adviser (during which she was assured the oven would be collected) resulted in Miss V selecting an integrated oven in the revised kitchen design. And as a result of that conversation, Miss V and her family have been left with an oven in their living room and say they have been unable to have the new kitchen installed. I'm satisfied the conclusion outlined by our investigator was fair in the circumstances of this case. I'm also going to require D&G to pay Miss V the cash settlement for the oven and arrange for the oven to be collected.

It's clear this matter has caused Miss V considerable worry and frustration. It's not loss of expectation here, it is the consequence of a clear assurance being given and relied on by Miss V, only to be told the oven would not be collected. Miss V has been worried and inconvenienced by D&G's handling of the request to uplift the oven. D&G should also pay £250 to recognise the distress and inconvenience caused.

### **Putting things right**

For the reasons set out above, I've decided to uphold Miss V's complaint and require D&G to do the following:

- Pay a cash settlement equivalent to the amount Miss V would have received if the oven had been collected in July 2024.
- Arrange collection of the oven.
- Pay Miss V £250 compensation. D&G must pay the compensation within 28 days of the date on which we tell it Miss V accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple. \*

\*D&G must tell Miss V if it has made a deduction for income tax. And, if it has, how much it's taken off. It must also provide a tax deduction certificate for Miss V asked to do so. This will allow Miss V to reclaim the tax from His Majesty's Revenue & Customs (HMRC) if appropriate.

### **My final decision**

I uphold Miss V's complaint and order Domestic & General Insurance Plc to do what I've set out above in the "Putting things right" section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss V to accept or reject my decision before 17 December 2024.

Emma Hawkins

**Ombudsman**