

## **The complaint**

Mr S has complained that Domestic & General Insurance Plc have not provided him with a replacement TV in accordance with the terms of his policy.

## **What happened**

Mr S made a claim under his policy with D&G that covered accidental damage to his TV. D & G decided that the TV was not repairable and arranged for a new TV to be provided by their suppliers.

The TV was delivered on 11 September 2023 while Mr S was at work. Mr S says that the TV was delivered damaged, and he contacted the supplier on 11 September to report this. It was collected by the supplier on 15 September but not replaced.

On 22 September, Mr S contacted D& G about this. They contacted the supplier, who said that the damage could not have been caused in transit because of the packaging, and they believe the damage had been caused by the TV being dropped by Mr S when he was installing it.

So D & G said they were unable to supply a further replacement TV as this was an issue with the supplier.

Mr S was unhappy with this response and brought his complaint to us.

One of our investigators looked into Mr S's complaint and he thought that D&G should provide a replacement TV and pay £150 for the trouble and upset caused.

D&G disagreed with this and so it came to me to review.

## **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 upholding Mr S's complaint and I will explain why.

The policy terms require the policyholder to report any damage of a replacement item within 48 hours. Mr S has reported the damaged replacement TV to the suppliers within 12 hours of its delivery.

Mr S says he was at work when the TV was delivered, and so when he arrived home from work and checked it, he reported it straight away.

Mr S provided photographs of the damage at the bottom of the casing, and of the TV plugged in, in which it appeared to be working.

D&G asked their suppliers to prove that the damage wasn't present at delivery. They replied that the packaging and the polystyrene that were protecting the television in transit were not damaged, but that the television casing had damage to the bottom of it, and so it was likely that the television had been dropped after it was removed from the box when the customer was wall mounting it. They sent photographs of the damage that was present on receipt of the television.

I have reviewed all the photographs provided by all parties as part of my review. The suppliers have provided two photographs of the packaging in which the box doesn't appear undamaged as suggested by D & G. There is broken polystyrene and damage to the cardboard box, and so I don't think it's fair to say that the box was undamaged.

The suppliers have said that even if the box was thrown around, the TV wouldn't have been damaged but I have seen no evidence of that, nor any evidence to support the suppliers view that the damage was caused as a result of the TV being dropped on installation. Mr S has told us that he would have been unable to install it without help as he has health issues which mean that he cannot lift the TV alone.

In view of the visible damage to the box, and the lack of sufficient evidence to support the supposition about how the damage occurred, I don't think it is fair for D&G to refuse a further replacement TV.

Mr S has complied with the terms of his policy, notified and provided evidence of the damage as soon as possible, and been consistent in his evidence. So I think it is fair for D&G to issue a replacement in this situation.

### **Putting things right**

In order to put things right D&G should:

- Replace the TV with the same model that Mr S ordered.
- Pay Mr S £150 for the distress and inconvenience caused by them not providing a working replacement

### **My final decision**

My final decision is that I'm upholding Mr S's complaint and direct Domestic & General Insurance Limited to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 21 February 2024.

Joanne Ward  
**Ombudsman**