

## The complaint

Mrs A has complained about how Domestic & General Insurance Plc (D&G) dealt with damage to her TV when she made a claim under a warranty.

References to D&G include companies acting on its behalf.

## What happened

Mrs A contacted D&G to arrange a repair for her TV. D&G carried out the repair. When the TV was returned to Mrs A, the feet on it were damaged. D&G concluded that the damage was caused by its courier. D&G replaced the feet on the TV. However, it was unable to obtain the original feet. So, it fitted universal feet.

Mrs A complained to D&G about the size of the feet. When D&G replied, it said the stand didn't affect the functionality of the TV and it was unable to replace the TV based on its appearance.

When Mrs A complained to this Service, our Investigator didn't uphold it. She said the policy terms and conditions said D&G would either use manufacturer parts or an equivalent with a similar specification. As the original TV legs weren't available, a universal part was used. She said as this was in line with the policy terms, she couldn't say D&G had acted unfairly.

As Mrs A didn't agree, the complaint was referred to me.

I issued my provisional decision on 15 January 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*From what I've seen, it isn't in dispute that D&G's courier broke the legs on Mrs A's TV. So, the legs needed to be repaired or replaced. This was a separate issue to the damage Mrs A was claiming for under the policy. D&G needed to put right the damage caused by its courier. That wasn't something Mrs A needed to claim for under the policy. However, it's my understanding that D&G relied on the policy terms and conditions to decide what was a reasonable repair. I don't think that was fair.*

*Mrs A has said she doesn't think the new legs were an appropriate replacement and that they were a different size to the originals. Mrs A has also said she had to buy a new TV unit because the new feet were bigger than the originals. The new feet were attached to the TV using brackets that were screwed into the back of the TV in multiple places. I'm aware Mrs A has also said the brackets screwed into her TV, which I've seen photos of, were ugly and weren't similar to what was there before.*

*D&G has told this Service that the policy didn't guarantee like for like replacement and only allowed for manufacturer spare or equivalent parts of similar specification. It said Mrs A's concerns about the new TV were simply cosmetic/ stylistic ones.*

*I'm not currently persuaded the issues with the new feet were simply cosmetic or stylistic. The feet were a different style and were bigger than those previously on the TV. They have*

*also been screwed into the back of the TV in multiple places. The reason this happened was down to an issue caused by D&G's courier. I think it's fair to say that Mrs A didn't expect her TV to sustain additional damage while D&G was dealing with the repair. I also think it's fair to say that when D&G took steps to fix the problem its courier had caused, Mrs A wouldn't have expected her TV to be returned to her with feet of a different size that meant she needed to buy a new TV unit. I don't think D&G offered a satisfactory repair for the damage its courier caused.*

*D&G told Mrs A it couldn't obtain the original feet. So, there is no purpose in me saying it should try to do so now. I've also considered whether D&G should find more suitable replacement feet. However, I'm mindful its current repair already led to it putting multiple screws into the back of the TV and that Mrs A doesn't want a bulky frame screwed to her TV. So, I currently intend to say D&G needs to replace Mrs A's TV with one of the same or similar specification to the one it damaged.*

*I also asked D&G whether it had offered Mrs A any compensation. It only provided evidence of some premiums it had refunded. I think Mrs A was caused inconvenience by D&G's courier breaking her TV. She also had to buy a new TV unit because of the feet D&G fitted to the TV. So, I currently intend to say D&G should pay Mrs A £100 compensation to reflect the impact on her because of it damaging her TV.*

I asked both parties to send me any more information or evidence they wanted me to look at by 29 January 2025.

Mrs A replied and agreed with my decision. D&G replied and, in summary, said:

- It noted it was being penalised for something it didn't cause. But it accepted Mrs A had been inconvenienced by having to send the TV back. So, it was willing to pay the £100 compensation.
- It disagreed with the decision to replace the TV. It is standard procedure for its repair agent to remove the feet from the TV when picking them up or returning them because it makes it easier to package and transport them. They said it was strange and unlikely that it wouldn't have done so on this occasion, but they accepted the damage might have happened while the TV was in transit, which was why there was no quibble when it came to taking back the TV and replacing the feet.
- After the feet were replaced, there was no longer anything wrong with the TV. Mrs A's complaint was purely cosmetic. Cosmetic issues weren't covered under the policy and it would be unreasonable to expect D&G to cover the cost of a new TV where there was nothing wrong with it, simply because Mrs A wanted to purchase a new TV.
- It provided wording from the policy about cosmetic damage.
- It would be willing to agree some compensation but didn't believe replacing the TV was fair.

## **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 uphold this complaint and for the reasons given in my provisional decision. As part of that I've taken into account the comments following my provisional decision. This hasn't changed my view about what I think is a fair and reasonable outcome to this complaint.

D&G has suggested it is being penalised for something it didn't cause. The repair agent and the courier were acting on its behalf. So, I'm satisfied it's reasonable for me to say it is D&G that should take this action.

D&G now seems to be suggesting there is some doubt about how the damage to the TV feet was caused. It hasn't raised this before and I don't think it's fair for it to do so now. It had an opportunity to provide information and evidence to this Service before I made my provisional decision. When it did so, its position was that its courier was responsible for the damage. I think it's reasonable for me to continue to rely on this. But, regardless, D&G still seems to accept its repair agent might have made an error. So, I'm not persuaded I have reason to change my view that D&G is responsible for putting right the damage.

As I explained in my provisional decision, Mrs A wasn't making a claim under the policy for the damage to the TV feet. D&G needed to put right the damage to the feet because its courier broke them while the TV was being returned to Mrs A. So, I don't think it's fair for it to rely on the policy terms to decide how to put the damage right or to refuse to address Mrs A's concerns on the basis it thinks they are purely about something cosmetic.

If D&G's courier hadn't broken the feet, Mrs A would have had the TV returned to her repaired and with its original feet. When the feet were broken, D&G's repair agent used universal feet that were screwed into the back of the TV. Mrs A said she didn't think the replacement feet were appropriate. The new feet were bigger than the originals and she had to buy a new TV unit because the TV no longer fitted on it because of the size of the feet. She also said the new feet were ugly and very different to the original feet. I didn't think the repair carried out by D&G was reasonable in the circumstances.

D&G has suggested that I said it should replace the TV because Mrs A wanted to buy a new one. This isn't the case. I considered requiring D&G to replace the feet. D&G had already told Mrs A and this Service that it couldn't obtain the original feet. So, I said there was no purpose in me saying it should follow up on this option. As a result, I said D&G should replace the TV. I remain of the view that a replacement TV and £100 compensation remains a fair and reasonable outcome to this complaint.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Domestic & General Insurance Plc to:

- Replace Mrs A's TV with one of the same or similar specification.
- Pay Mrs A £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 27 February 2025.

Louise O'Sullivan  
**Ombudsman**