

## **The complaint**

Mr B is unhappy with the amount Fairmead Insurance Limited offered him after he accidentally broke his TV and claimed on his contents insurance.

## **What happened**

Mr B accidentally broke his TV and made a claim on his contents insurance policy with Fairmead.

Fairmead looked into the claim and found they couldn't replace the TV like-for-like because it was no longer made. So, they offered a more modern TV they thought was the closest possible match.

Instead of accepting the replacement, Mr B asked for a cash settlement. Fairmead worked out the cost their supplier would pay for the replacement TV and offered a cash settlement based on this. Fairmead's offer to Mr B came to £1,699, which included a £100 excess.

Mr B didn't think this was fair. He said he'd paid a lot more when he bought the TV in 2009, and he said the company he bought it from thought it was worth more than Fairmead's offer.

Fairmead didn't uphold the complaint. They said TVs tend to fall in value quite quickly, and more advanced TVs are now available for lower prices. They felt the TV they offered Mr B was a reasonable match for Mr B's TV, and they thought their cash settlement reflected this.

Mr B didn't agree and referred his complaint to our Service. Our Investigator looked into the matter and thought the replacement TV Fairmead had chosen was a reasonable match for Mr B's, based on the available evidence. So he thought Fairmead's offer was reasonable.

Mr B didn't agree. He said his TV originally cost him around £6,000 and he felt he should receive at least half of this amount back.

As Mr B didn't accept our Investigator's view, the complaint has been passed to me to make a final decision.

## **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 Mr B's complaint.

I know this will be disappointing for Mr B. I'm sorry to bring him unwelcome news. I recognise how strongly he feels about the value of his TV and the amount Fairmead have offered. I've also taken Mr B's personal circumstances into account. However, I'm satisfied Fairmead's offer is fair and reasonable and in line with the terms of Mr B's insurance policy. I've explained why below. I've focused on the points and evidence I consider material to my decision. If I haven't mentioned a point or piece of evidence, it's not because I haven't thought about it. Rather, I don't consider it changes the outcome I've reached.

I've looked at what Mr B's policy says about how claims like this are settled. The terms state:

"If property has been damaged, it will normally be repaired. If a repair is not practicable, we will replace this with the closest possible match if this is feasible.

Where we agree to replace property, we will pay the supplier of the property directly.

Where we agree to make a cash payment, the sum payable reflects the cost of replacing the lost or damaged property and reflects any discount we would have received if we had replaced the property."

In this case, both sides agree the TV couldn't be repaired. That means Fairmead needed to replace it with the "closest possible match" or pay the cash equivalent of that replacement, taking into account any discount they would have received.

Fairmead reviewed the original TV's specifications and identified a modern alternative they believed was the nearest match. They have shared a technical comparison with our Service, and I've looked at it carefully. I've also thought about what Mr B has said about his TV.

Mr B's TV, bought in 2009, was a 60-inch plasma monitor with 1080p resolution. The TV Fairmead proposed is a 65-inch QLED TV with 8K resolution, high dynamic range, and other modern features.

Mr B has pointed out that his TV had a separate media box that provided features like internet connectivity, Freeview, and connections for other devices. Fairmead have said they chose the replacement they did because it's the only brand that offers a separate media box like the one Mr D has. So, I'm satisfied Fairmead accounted for this. I can also see the TV Fairmead chose has a lot of the same features built in, such as Wi-Fi, Freeview and Freesat, an internet port, and connections for other devices.

Mr B has also said his TV had a screen that didn't flicker which made it easier for his eyes. I haven't seen any evidence that the replacement TV would have problems with flicker, especially as it has the same refresh rate as Mr B's TV, but has much more modern screen technology.

All in all, I'm satisfied the TV Fairmead offered is a fair and reasonable match based on the evidence I've seen. In many ways, it's technically superior to Mr B's TV, and I haven't seen a convincing reason to say it isn't a suitable replacement.

Even so, I understand why Mr B is disappointed. The TV he bought in 2009 was expensive and, at the time, top of the range. I should explain that Mr B's insurance policy – like most policies – doesn't pay out the amount he paid for the TV. It also doesn't provide the most premium TV available today. Instead, it tries to put Mr B back in the position he was in before the damage occurred – which means providing Mr B with a working TV, of a certain specification, from 2009. Fairmead couldn't buy that TV, so they offered an equivalent TV that's available today. The one they chose costs less than Mr B's, but I'm satisfied it puts Mr B back in the position he was in as closely as Fairmead reasonably could.

Fairmead have shown their supplier could've purchased the replacement for £1,799. As Mr B believes his TV was worth £6,000, I can understand why he feels £1,799 is too low. I want to reassure Mr B that I've taken what he's said into account, including what he's said about the seller. But I hope he can understand that I have to base my decision on the evidence presented to me. I haven't seen anything to support a higher value, such as a professional valuation, online adverts, or any information from the seller, to support what Mr B has said. So, I can't fairly tell Fairmead to increase their offer.

Overall, I'm satisfied Fairmead have acted in line with Mr B's policy terms and made a fair offer to settle his claim. The offer of £1,699, which includes Mr B's £100 excess, was put to Mr B. If Mr B decides to accept the offer, he should contact Fairmead and let them know. I would expect them to pay this. However, I do not require Fairmead to do anything more.

Once again, I'm sorry to bring Mr B unwelcome news.

### **My final decision**

For the reasons above, I do not uphold Mr B's complaint about Fairmead Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 29 July 2025.

Chris Woolaway  
**Ombudsman**