The complaint

Mr Y complained about the work carried out by Domestic & General Insurance Plc ('D&G') under its furniture insurance policy. For the avoidance of doubt, the term 'D&G' includes reference to its agents, representatives and technicians for the purposes of this decision letter.

What happened

Mr Y commenced the purchase process for a sofa and armchair set in March 2021, and he also purchased a furniture insurance policy to cover accidental damage. In 2024, Mr Y made a claim for accidental damage under the policy. D&G assessed the damage, sourced material from the original manufacturer to make new covers, and two replacement cushion covers were sent to Mr Y. However, Mr Y considered that they were nowhere near the correct shade for the sofa and weren't suitable. D&G said that it couldn't guarantee that covers would be the same colour, however Mr Y didn't think that D&G had notified him of this or explained this previously, and didn't think he'd previously received detailed documents.

Mr Y would ideally like D&G to reach out to original furniture provider to find a better colour match or material, or he'd like to receive a sofa replacement. Mr Y complained to D&G; however it maintained its stance and he therefore referred his complaint to this service. The investigator didn't uphold Mr Y's complaint as he considered that D&G hadn't guaranteed an exact colour match in the terms and conditions of its policy. He also considered that the colour of the new covers was a fair match to the originals and that D&G had therefore acted in a fair and reasonable manner.

Mr Y was unhappy about the outcome of his complaint and the matter has been referred to me to make a final decision in my role as Ombudsman.

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.

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In this case, I can't say that D&G acted in an unfair or unreasonable manner in trying to resolve this issue and so I don't uphold Mr Y's complaint, and I'll explain why. In reaching this decision, I've also considered the submissions of the parties as summarised below.

Mr Y was adamant that D&G hadn't supplied suitable replacement covers as the colour was so different to the original. To support his complaint, Mr Y sent photographs which he said showed fewer shadows and provided close-ups as well as images of the overall sofa. He said that these showed significant and obvious difference in colour between the original sofa and the replacement covers. He said that generally, light and ageing would cause materials to go lighter in appearance, whereas the pictures showed that the replacement covers provided were significantly lighter than the sofa, and the grain was also different. He described this as being *'very rough/lumpy'* where the rest of the sofa was smooth in appearance. He felt that the general finish was of a lower standard. In summary, he felt that the damaged cover had a significantly better appearance despite the accidental staining.

Mr Y felt that at the outset, he'd been assured by D&G that the policy would provide the cover he needed and that this was the reason why he had purchased the leather sofa and not a fabric one. He thought that D&G should have gone further in terms of trying to find a colour match. He said that the replacements looked so out of place that he'd left the damaged covers in place.

Mr Y said that he'd relied upon the insurance leaflet provided and verbal reassurances at the time of paying for the insurance product. Where the option is given, his preference is to read and keep physical documentation to refer to, as he finds it difficult to read detail-heavy documents such as contracts from his computer or phone. He said that this was supported by D&G's confirmation that and e-mail it sent to him in this respect was showing as unread. He confirmed that if the additional terms had been provided upfront, he wouldn't have entered the contract, as it didn't provide the level of cover described to him by the sales assistant or leaflet provided.

I now turn to D&G's response to Mr Y's complaint. D&G stressed that the policy terms and conditions made it clear that it couldn't guarantee that the covers would be the same colour as the originals. It stated that its technician had diagnosed the issue and ordered replacements. The technician had noted that there were stains on the sofa and that Mr Y had admitted that his children had attempted to clean the area with an unknown cleaning solution which resulted in damage to the leather finish. D&G stated that the policy didn't cover repairs when there had been use of incorrect or inappropriate cleaning products or methods. As such, it would have been within its rights to decline the claim, however the claim was still allowed to proceed as a gesture of goodwill.

The claim was therefore approved on 18 April 2024, the replacement parts were made-to-order, and posted directly to Mr Y. A problem then followed, as the covers were delivered to the wrong address, and Mr Y had to chase the matter on 19 June 2024. It was shortly after this that Mr Y complained to D&G to say that the covers didn't match the existing ones. D&G said that the replacement covers had been sourced from the Sofa's original manufacturer, using the unique order number, and colour code, and was the same leather and advertised as the same shade. It therefore believed that it had acted in a reasonable manner and that little else could be done without causing excessive delays. It said that it had offered to; *'check the covers against a sample which more closely represents the original appearance of your furniture, which is part of our reasonable attempt to ensure your furniture is repaired correctly.'* It said that the expert opinion of its professional technician was that the covers were a good match, matched the sample, and were within the manufacturer's tolerances.

D&G said that the plan didn't guarantee exact colour matches for new parts, and it said that the new covers were *'within tolerances of the original sofa colour.'* It argued that under the terms and conditions of the policy, that even if the new covers had been a different colour, the relevant exclusion applied. It also argued that, in any event, the photographs it produced clearly showed that the replacement covers were a match. It also thought that; *'the reason why there is a slight discrepancy with the shading is because material will inevitably fade over time,'* and that colour changes over time weren't covered. It referred to any difference as being 'tonal' and that any slight difference would diminish over time. It didn't consider it reasonable to expect a perfect match because it was impossible to source a cover that had experienced the same conditions prior to the incident. It concluded that any colour, shade or texture variation was the result of a different batch of leather being used, and due to the age of the sofa. It added that all leather was sensitive to direct sunlight, stains and perspiration, and that colour would change with time, due to use and the effect of light.

As to Mr Y's claim that he wasn't made aware of the relevant policy terms and conditions, it said that a leaflet would have been provided in-store and that plan documents were emailed to him on 2 April 2022, however this e-mail hadn't been opened. It added that Mr Y had requested his plan documents in July 2024, and the e-mail was duly opened. The agent had also agreed to check the replacement covers against a sample which was taken when the technician first attended, and to further review the covers against the sample. In conclusion, it didn't consider that there had been any shortfall in its service.

I now turn to my reasons for not upholding Mr Y's complaint. The starting point is the wording of the terms and conditions of the relevant policy, as this forms the basis of the contractual arrangement between the insurer and its customer. The relevant extracts are as follows; - The policy explains that it covers accidental damage, being sudden and unforeseen damage; *'causing visible or structural impairment such as staining …'* and that it would be able to opt from a range of remedies including *'replacement'* of the item. The key provision as regards remedy is that D&G, *'will use reasonable endeavours to match the colour, grain, sheen and/or pattern of your product when we carry out repairs or provide replacements. However, we do not guarantee an exact match of colour, grain, sheen or pattern in the event of the product being repaired or replaced.'*

In terms of policy exclusions, the policy states that D&G would not be liable for; *'repairs, maintenance work, or use of incorrect or inappropriate cleaning…. products or methods, where not authorised by us; changes in colour of the product or any part of the product, regardless of the cause of the changes in colour;'*

There is an obligation upon consumers to ensure that they're familiar with the full terms and conditions of any insurance policy which they choose to take out. I have sympathy with Mr Y's situation here, as he was no doubt informed about the benefits of taking out an insurance policy during the purchase process his sofa. Whilst the leaflet he was given in-store and the product information document referred to certain exclusions under the policy, it made no reference to the specific limitations of the policy as above. As such, Mr Y may not have appreciated the full extent of the limitations, especially as the detailed documents weren't sent out by D&G until the date of delivery. Nevertheless, the leaflet does explain that. *'This is a summary of our insurance policy. The full terms, conditions, limitations and exclusions can be found in other documents, including the terms and conditions.'* I consider the terms and conditions to be clear, and unfortunately Mr Y only became aware of this when a problem arose in relation to the sofas two years later.

In the circumstances, I do consider that D&G's leaflet could be clearer in explaining that the list of matters which aren't insured under the policy wasn't an exhaustive list. I also consider that it should offer to provide a printed copy of the full terms and conditions of the policy in-store should the customer prefer. However, on balance, I can't say that D&G had acted in an unfair or unreasonable manner, by failing to spell out the specific exclusion which applied to Mr Y's claim. I also consider that D&G acted in a fair and reasonable manner in processing Mr Y's claim and in attempting to replace the cushion covers. This is because the wording of the policy does make it clear that D&G wouldn't be liable for repairs carried out by the consumer, or use of incorrect or inappropriate cleaning products or methods which led to them changing colour. Mr Y candidly accepted that his children had attempted to remove stains with an unknown product. This meant that D&G had been within its rights to decline the claim, however it didn't do so as a goodwill measure.

As to the substantive issue, the key question is whether the relevant policy provision applies, that is, did D&G use reasonable endeavours to match the colour, grain, sheen and/or pattern of the product. D&G's evidence is that it sourced the replacement covers from the original manufacturer, using the unique order number, and colour code. It also used a sample from the sofa to attempt to match the colours. I've no reason to doubt this evidence and consider that D&G made fair and reasonable efforts to match the colour and grain.

As to the second part of the provision, it's clear that D&G don't guarantee an exact match of colour or grain when a product is replaced. Again, I have considerable sympathy with Mr Y's predicament as I consider that the shade of grey of the replacement covers are, at best, an approximate match, to the colour of the original sofa. Mr Y has produced clear photographic evidence to show the different shade. I therefore find it disappointing that D&G has continued to maintain its position that there was a good match, and also to suggest that the sofa may have faded when the sofa was clearly darker than the replacement covers. Whilst it may be within the manufacturer's tolerances, for the ordinary consumer, the difference was obvious and would adversely affect the appearance of the sofa.

Nevertheless, having found that D&G had made reasonable efforts to match like with like, the provisions are clear that an exact match cannot then be guaranteed. Unfortunately, this means that I can't say that D&G applied the terms and conditions of the policy in an unfair or unreasonable manner in this case, and I don't uphold Mr Y's complaint.

My final decision

For the reasons given above, I don't uphold Mr Y's complaint, and I don't require Domestic & General Insurance Plc to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Y to accept or reject my decision before 27 August 2025.

Claire Jones
Ombudsman