

The complaint

Mrs Q has complained about how Domestic & General Insurance Plc (D&G) dealt with a claim under an appliance warranty.

Mrs Q is represented in this complaint by Mr Q, but I will normally refer to Mrs Q because she is the policyholder.

What happened

Mrs Q contacted D&G when she found problems with her washing machine. The machine was about 19 years old. D&G agreed to replace the machine and offered a range of options. Some were the same brand and some were other brands. Mrs Q said none of the options offered were like for like. The washing machine she had was top of the range when it was purchased and she said all the options offered were of a lower technical specification.

Mrs Q complained. D&G didn't uphold the complaint. It said the options it had offered were based on the original appliance specification and were appropriate. It didn't base replacements on what had been spent on the policy or on the value of the original appliance. It was based on similar technical specifications. The replacement appliance Mrs Q had requested required a £578 upgrade fee and was massively upgraded in specification. It said it had offered £729 as a cash settlement, which was more than enough to get a washing machine enhanced from the original. But it said this offer had been rejected.

When Mrs Q complained to this Service, our Investigator didn't uphold it. She said D&G had offered a washing machine with an enhanced specification compared to Mrs Q's original machine. D&G had also offered a cash settlement, which it wasn't required to do under the policy terms, to allow Mrs Q to buy a replacement from her choice of retailer. The policy terms also didn't entitle Mrs Q to a top-end replacement because her original appliance was top-end. The amount paid in premiums also didn't have a bearing on how much was paid to settle a claim. She said D&G's offer was fair and allowed Mrs Q to buy a washing machine in person, which was her preference.

As Mrs Q disagreed, including that D&G had got the right model listed for the original washing machine, the complaint was referred to me.

I issued my first provisional decision on 23 June 2025. I explained the reasons why I was planning to uphold the complaint. D&G responded to my provisional decision and provided some further evidence. I issued a second provisional decision on 4 July 2025. I explained that I had changed my view on the complaint and the reasons why I was now planning not to uphold the complaint. I said:

"I previously issued a provisional decision in which I said D&G should offer a settlement based on a washing machine of the same or similar specification with at least a 1500 rpm spin speed and pay £150 compensation. This was because, based on the evidence available to me at that time, I didn't think it was fair for D&G to offer a washing machine with a lower spin speed than Mrs Q's original machine had. Following that, D&G provided further

evidence which I have looked at and I'm currently minded to change my view about what I consider to be a fair outcome to this complaint.

Having looked at this complaint again, it remains my understanding that D&G had the wrong model number for Mrs Q's original washing machine. Because of that, it thought the machine had a 5kg drum and a 1300 rpm spin speed. To settle the claim, it offered a washing machine of the same brand with a 7kg drum and 1400 rpm spin speed, along with similar options from other brands. It also remains my understanding that while Mrs Q's representative continued to discuss the complaint with D&G he told it the model listed in its records was incorrect. Based on what I've seen, Mrs Q's washing machine had a 5kg drum and a 1500 rpm spin speed.

Before I made my provisional decision, I looked at all the evidence available to me. This included listening to several lengthy phone calls provided by Mr Q between him and D&G and him and the manufacturer. Following my provisional decision, D&G provided me with further phone calls that I hadn't previously listened to.

One of those phone calls was from 8 May 2024. In this call, Mr Q spoke to a D&G complaints handler. Mr Q said what specific model of washing machine would be acceptable to him to settle the claim. The model number ended 665 and was of the same brand as Mrs Q's original washing machine. Looking at the details of that washing machine, I can see it had a 9kg drum and a 1400 rpm spin speed.

Mr Q previously provided this Service with a spreadsheet that showed the extensive research he had carried out to identify a suitable washing machine. This list included the 665 washing machine. He also provided photos of the original washing machine that showed the 1500 rpm spin speed clearly displayed on the front of it. So, I think it's fair to say Mr Q would have been aware of the spin speed of the original machine and that he also considered a 1400 rpm spin speed to be an acceptable replacement. I'm aware D&G said the specific machine Mr Q suggested was a considerable upgrade, for which an additional fee would be payable if it provided that machine.

D&G also provided a further phone call, from 23 May 2024, which was a conversation between Mr Q and another D&G complaints handler. During this phone call, Mr Q said the washing machine model number (665) he had requested was no longer the model he wanted. I didn't hear him suggest an alternative model number or say it was because of the spin speed. The reasons he discussed were about his mother's original machine being top of the range when she bought it.

Looking at the policy wording, this said:

"We will always (subject to the terms and conditions of this policy) repair your product, unless we cannot repair it; we cannot obtain the spare parts to repair it; or we can replace it for less than the cost of the repair. In these circumstances, we will arrange to replace your product with a product of a same or similar make and technical specification, subject to these terms and conditions.

If we cannot reasonably arrange a replacement, we will give you vouchers instead. The vouchers will be for the full retail price (from a retailer chosen by us) of a replacement product of the same or similar make and technical specification."

So, the policy said that where an appliance was replaced, it would be with a product of the same or similar make and technical specification. D&G offered washing machines of the same brand, which was Mrs Q's preference, as well as those of other brands. It's my understanding that the manufacturer of Mrs Q's washing machine doesn't now make 1500

rpm spin speed machines. From what I've seen, regardless of it having the wrong model number, the minimum technical specification D&G offered was a 7kg drum and 1400 rpm spin speed. So, the drum size was larger than that of Mrs Q's original washing machine and the spin speed was the same as the machine Mr Q said would be acceptable.

I'm aware Mr Q raised other issues, both with D&G and this Service, about how he thought the settlement should be decided. He has said the original machine was top of the range and had a chrome finish. So, he said the replacement machine should be the same. However, looking at this, the policy didn't say this was how a replacement would be determined. It said it would be based on the same or similar make and technical specification. From what I've seen, the key technical specifications D&G considered are the drum size and the spin speed. I think that's fair.

Mr Q also said the particular brand Mrs Q required manufactured its appliances in more than one country. He wanted a machine of that brand manufactured in a particular country because he said these were superior. However, I'm aware the policy didn't say it would necessarily provide a machine of the same brand. I also note the policy didn't say the country of manufacture was something D&G would take into account and I don't think it would be fair for me to require it to do so. Mr Q also said Mrs Q had paid a considerable amount in premiums over the period she had the policy and that D&G should take this into account when offering a replacement. However, D&G has said this isn't something it uses to identify a replacement and I don't think it would be fair for me to require it to do so. It isn't how the policy said claims would be settled.

So, I've looked again at what D&G offered as a claim settlement. It offered a range of washing machines, some of which were the same brand. The machines also had a larger drum size and the spin speed matched that of a machine Mr Q said was acceptable, although he later seemed to change his mind. D&G also offered a cash settlement of £729 to allow Mrs Q to buy a washing machine herself, which seemed to be her preference. The policy didn't say D&G would offer cash settlements. So, D&G went beyond the terms and conditions to try and settle the claim in a way it considered fair. Overall, I think what D&G offered to settle the claim was reasonable based on the terms and conditions of the policy. I also think it acted fairly by trying to find alternative ways to settle the claim when Mrs Q didn't want to accept what was offered.

I'm aware D&G has told this Service the washing machines it originally offered are no longer available. It's my understanding that the washing machines it can now offer would have an 8kg drum size and a 1400 rpm spin speed. D&G explained this wasn't it changing its position on what was a reasonable settlement, it was just a consequence of the passage of time. I note this is a higher technical specification than it previously offered. However, I accept this doesn't represent a change of position by D&G and it is clarifying the current models it can offer given the claim remains outstanding.

I've also thought about whether D&G should pay compensation. Having thought about this, I don't currently intend to say it should do so. It's my understanding that it was Mr Q who dealt with the claim and complaint. I'm aware that in one of the phone calls D&G recently provided, Mr Q described the research he had carried out and the impact on him and why he thought he should receive compensation. I'm unable to award compensation to a representative. I also think Mrs Q having a representative will, to a large degree, have reduced any impact on Mrs Q, including because of issues such as the incorrect model number. In addition, as I've already said, I think D&G's offer to settle the claim was fair.

As a result, I don't currently intend to uphold this complaint or to require D&G to do anything else in relation to it."

I asked both parties to send me any more information or evidence they wanted me to look at by 18 July 2025. Mrs Q's representative asked for additional time to respond to my second provisional decision and said he would submit any comments by 28 July 2025. I agreed to this request. No comments were received from Mrs Q or her representative. D&G also didn't respond to my second provisional 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 don't uphold this complaint and for the reasons given in my second provisional decision. I haven't found any reason to change my view on what I think is a fair and reasonable outcome to this complaint. As part of that, I've taken into account that Mrs Q's representative indicated he would provide some comments and hasn't done so. I'm satisfied Mrs Q received my second provisional decision and was aware of the deadline to provide any comments. This included me agreeing to extend the deadline for those comments to the date requested by Mrs Q's representative. So, I think it's reasonable for me to issue my final decision.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 26 August 2025.

Louise O'Sullivan
Ombudsman