

## **The complaint**

Mr S complains about the settlement offered by Domestic & General Insurance Plc ('D&G') following a claim he made on an appliance insurance policy.

Any reference to D&G as the underwriters (insurers) of this policy includes the actions of any agents acting on their behalf.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr S had a tv insured with D&G. He made a claim for damage. The tv was deemed beyond economical repair (written off) on 29 May 2025. Mr S was offered a cash settlement for £3,939. He accepted it and purchased a replacement tv for £2,500. When the new tv was delivered, Mr S was unhappy with it. In particular, because the bezel size was different to his old tv. Mr S arranged for the tv to be returned and he paid extra to purchase a different model.

Mr S raised a complaint to D&G about the cash settlement. They didn't uphold the complaint and Mr S referred it to our Service for an independent review. Our Investigator then considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'll be considering whether D&G made a fair settlement that's in line with the policy terms.

This insurance policy is an indemnity policy, not an agreed value policy relative to purchase price. Its' intention is to place the policy holder back in the position they were in immediately prior to the loss. For Mr S, that would mean either repairing the tv or replacing his damaged tv from 2022 with the same model. It's not surprising that Mr S' model of tv had been discontinued. This is common across the tv electronic sector. A new model is often released yearly and it replaces the older model.

As Mr S' tv couldn't be repaired or directly replaced, D&G offered an alternative settlement (bold added for my emphasis) as per the policy terms:

*“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**....”*

This isn't unusual for this type of insurance policy. It was favourable for Mr S that he was provided with a cash settlement rather than vouchers. This allowed him to shop around and use a retailer of his choosing to find a similar make, model and technical specification.

In a live chat with D&G on 31 May 2025, Mr S accepted a cash settlement for £3,939 based on a 2024 tv. Below are the key extracts from that chat:

- It was explained to Mr S that his insured tv was no longer available to purchase as new.
- A similar specification tv, but with a smaller screen size was offered as a replacement. Mr S rejected it due to the smaller screen.
- The adviser then wrote: *“... in regards to availability for 85inch 8k TV's on todays market they have based there findings on model Samsung QN800D 85 inch Smart 8K Neo QLED TV QE85QN800DTXXU”*. Mr S wrote *“Please allow me to check the specs of...this tv.”*
- Mr S was unable to load the link provided and the adviser again stated the model of the tv and asked Mr S to search for it on the retailer's website.
- A new chat with a different adviser was started and Mr S was provided with a direct link to the model of tv being discussed.
- That chat then ended without Mr S accepting the settlement and a new chat began the next day.
- Mr S asked for the settlement to be increased, it wasn't and he was told *“...as we base the cash settlement on specifications and not on the cost you paid for the television we cannot offer you any more in the cash settlement.”*
- Mr S accepted the cash settlement.

I find that D&G clearly explained the model the settlement was based on multiple times and Mr S wasn't misled into accepting it. Mr S has referred to saying his insured tv was the flagship model. But I'm satisfied D&G explained how the cash settlement would be worked out and the price previously paid was irrelevant.

On 7 June 2025, Mr S had another live chat with D&G and he raised the below issue:

*“I have recently been given a settlement for a tv that needed replacing but I have just discovered the model used for the comparison was incorrect...”*

*My settlement was based off of a Samsung QN800D 85” and should of been QN900D85...*

*When I mentioned the tv for comparison, I did express that it should be a flagship tv which the QN900D is...”*

In summary, Mr S was unhappy that the new tv had a larger bezel (screen surround) than his old tv. Having carefully considered the model of tv that the cash settlement was based on versus the insured tv, I'm satisfied that the settlement offered was fair and allowed Mr S to purchase a tv of similar technical specification, as he couldn't purchase a new replacement model of the damaged tv. It's not in dispute that the bezel size was different, but many of the technical specifications were better in the model that the cash settlement was based on. Overall, in the specific circumstances of this complaint, I'm satisfied D&G fairly indemnified Mr S in line with the policy terms when cash settling his claim.

The receipt Mr S has provided is dated the day before he accepted the settlement and is for almost £1,500 less than the cash settlement he received. I've noted Mr S was unhappy with the bezel size and decided to return the tv and purchase a more expensive model. That was his own choice to make and I don't hold D&G responsible for this or any extra costs Mr S has incurred as a result.

My decision will disappoint Mr S, but it ends our Service's involvement in trying to informally resolve his dispute with D&G.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 February 2026.

Daniel O'Shea  
**Ombudsman**