

The complaint

Mr K has complained about how Domestic & General Insurance Plc (D&G) said it would settle a claim under his appliance warranty.

What happened

Mr K made a claim for a fault with his TV. D&G sent an engineer to assess the TV. Shortly afterwards, D&G told Mr K it was unable to obtain a replacement part. So, it said it would replace the TV. D&G sent him details of replacement TVs. He was also told he could pay to upgrade the TV. When Mr K queried the replacements offered, he was told D&G settled claims based on the technical specification. After further discussion, D&G offered about £800 as an alternative settlement.

Mr K complained, he said he had been sold the plan on the basis that if the TV needed to be replaced, it would be based on the price rather than the specifications of the TV. When D&G replied, it didn't uphold the complaint. It said that when Mr K took out the policy in 2019 he was sent the policy documents. These explained that where a TV couldn't be repaired, it would be replaced with one of the same or similar make and technical specification.

When Mr K complained to this Service, our Investigator didn't uphold the complaint. He said D&G had acted in line with the policy terms and conditions in how it settled the claim. He said the phone call from when Mr K first took out the policy was no longer available, but the TVs offered were suitable replacements in terms of make and technical specification.

As Mr K didn't agree the replacements offered were fair, the complaint was referred to me.

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. I will explain why.

Mr K has complained that when he took out the policy, he was told that if his TV needed to be replaced this would be based on the purchase price of the TV, rather than its specifications. He said he paid about £3,000 for the TV and that this would now be about £5,000 when taking inflation into account. He has also said he purchased a top of the range TV and expected to be offered something similar. So, I've looked at what happened and whether what D&G offered to settle the claim was fair in the circumstances.

The policy was taken out in 2019. D&G no longer has the phone call. So, I'm unable to listen to it. However, it's my understanding that Mr K was sent the policy documents both when he took out the policy and at each renewal. These said a where a replacement was offered, this would be on the basis of the same or similar make and technical specification. Mr K said he looked at the policy documents but didn't note how they said claims would be settled. Based on what I've seen, I'm satisfied that D&G offering to settle the claim based on the same or

similar make and technical specification was fair. I'm not persuaded it needed to offer a TV based on the original purchase price of the TV.

I've seen the full specification of Mr K's TV. This included that it was a 65" curved and backlit TV and had 3D capability. I'm satisfied it isn't now possible to purchase a new TV of that specification from the same manufacturer. When D&G looked at replacement TVs, this included a detailed comparison of the features of Mr K's TV and those of possible replacements. Based on what I've seen, many of the features of the TVs were the same as Mr K's and there were some additional features that weren't available on Mr K's TV. I note that none of the TVs D&G considered were curved and none of them were 3D TVs. They also had a lower refresh rate. But I also note that when Mr K provided the model number for a TV he said D&G should provide as a replacement, this wasn't a curved TV. The refresh rate of that TV was also lower than was the case for the TV Mr K owned and the TV D&G offered. It's my understanding that 3D TVs aren't now generally available and that 4K Ultra HD is regarded as the closest comparable feature. D&G offered Mr K a 4K Ultra HD TV. But, even if I'm wrong about 4K Ultra HD, I looked at well-known retailers and at the manufacturer's website for the brand of TV Mr K owned and couldn't find 3D TVs. So, I don't think it would be fair for me to say D&G needed to provide a 3D TV. I'm satisfied D&G offered a similar TV and from the same manufacturer.

I'm also aware D&G applied a waiver to the replacement TV which meant Mr K was offered a higher specification, and more expensive, TV than it would otherwise have offered. It also offered Mr K a cash settlement of about £800, which was based on the cost of the higher specification TV. So, I think D&G tried to address Mr K's concerns, including going beyond what it would normally offer to settle a claim.

Overall, I think what D&G offered was fair. It was in line with the policy terms and conditions and, from what I can see, put Mr K as close as possible to the position he was in before his TV required a repair.

Based on what I've seen, I don't uphold this complaint or require D&G to do anything further in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan
Ombudsman