

The complaint

Mrs K complains that Domestic & General Insurance Plc (D&G) treated her unfairly when handling her insurance claim.

What happened

Mrs K had an insurance policy with D&G, covering her fridge freezer. She made a claim for a replacement appliance, but those offered weren't the same as the broken down one.

D&G said the ones they'd offered were of a similar make and model, which is what the policy provides for. They said, the policy doesn't guarantee a like for like replacement.

An investigator here looked into the matter and agreed that D&G had made an offer in line with the policy terms. Mrs K remained unhappy, so the case was passed to me to decide.

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.

I'm sorry to disappoint Mrs K but I agree that D&G have treated her fairly. The policy was sold *after* the fridge freezer had already broken down. That would be classed as a mis-sale because the policy isn't for things that have already happened – it's for things which may or may not happen in the future, the unknowns.

The remedy for mis-sale is usually a refund of premiums, although sometimes a business will more appropriately honour the contract.

D&G agreed to the latter – to treat Mrs K fairly – and so they offered a number of replacement options. They also agreed not to charge for the policy in the circumstances. The policy says the replacements will be *"of a same or similar make and technical specification"*.

D&G have provided details of the replacements offered and while they aren't exactly the same as Mrs K's broken one, I'm satisfied they're of a similar make and technical specification. I'm also satisfied that at least one of those offered has the same dimensions as the one being replaced.

In view of this I consider D&G to have fulfilled what's required of them under the policy.

Mrs K didn't dispute that when I put it to her, but said that D&G had since withdrawn their offer and that the policy had been cancelled without her being informed. We have checked this with D&G and they have confirmed the claim is still live so they'd resend the links for Mrs K to choose a replacement. And that the policy comes to an end once it has been used, i.e. the appliance is replaced (in this instance I see no distinction between it being replaced and a suitable offer of replacement being made – an offer which is open for acceptance).

D&G have also said if Mrs K would like to take out a policy for the replacement one, so she still has cover in place, then that can be arranged either verbally or online.

Overall, I'm satisfied that D&G treated Mrs K fairly. They honoured a policy which had been mis-sold (and effectively provided it for free because they didn't charge for it). Further, they offered a suitable replacement in line with the policy terms and conditions.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 20 February 2024.

Will Weston
Ombudsman