

## **The complaint**

Mr S complained that Domestic & General Insurance Plc (D&G) offered him an inferior dishwasher following his insurance claim.

## **What happened**

Mr S insured his dishwasher with D&G. Unfortunately, it broke down, and upon inspection it was deemed beyond economic repair. This meant Mr S was entitled to a replacement.

D&G offered to replace Mr S's dishwasher with one of the same make and with what they considered to be a similar specification. Mr S didn't agree, suggesting an alternative which he says the manufacturer confirmed as being similar.

D&G agreed Mr S could choose that one if he wanted but, because they considered it to be a superior model, they said he'd have to make a contribution of around £400. They also offered an alternative which – despite saying it was also a slight upgrade – would not require a contribution.

Mr S maintained that he was only asking for a model which the manufacturer had confirmed as similar. An investigator here looked into the dispute, they said D&G had provided evidence to show the model on offer was a suitable replacement – and that if Mr S wanted a superior one then it was reasonable to ask for a contribution.

Agreement couldn't be reached so the matter has been 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.

The best place to start in cases of this nature is the policy terms and conditions. The relevant part of the policy Mr S has with D&G says the following of replacements:

*“... we will arrange to replace your product with a product of a same or similar make and technical specification...”*

The test here then, is whether or not D&G have fulfilled the above policy requirement. I think they have, and I'll explain why. I acknowledge that technology moves on and that is why the policy allows some flexibility in terms of replacement products. I understand Mr S's old dishwasher has been discontinued, so an exact match of it was never going to be possible.

Following D&G's initial offer, and Mr S's complaint, they spoke to the manufacturer who confirmed to them that the model Mr S was requesting would be considered an upgrade. They did, however, suggest another one which they thought would be the equivalent match – even though it was still superior in some respects. D&G agreed to accept the manufacturer recommendation and revised their offer, without an upgrade charge.

But Mr S maintained the one he'd requested was the most appropriate replacement, and that

being asked to contribute toward it was unfair. Mr S said he'd spoken to the manufacturer as well, and that they agreed with him.

First of all, and turning back to the policy wording, D&G have fulfilled their requirement under the policy. The model they have offered is the same make and, based on the evidence provided (which has been shared with Mr S), has more place settings, the same number of programmes, is the same colour and has the same noise level. In the absence of anything to show otherwise, it's reasonable to conclude that this is suitable – if not superior.

Secondly, the differing advice each party says has been received from the manufacturer. I am more persuaded by what D&G have provided because they included notes of their telephone conversation with the manufacturer. And while I wouldn't discount what Mr S says he was told, those notes also suggest the model he wants is of a much higher specification.

It's not only the notes either, D&G's comparison document (which, as above, has been shared with Mr S) shows his preferred replacement has a greater number of programmes than the one offered. It also has a stainless steel finish and a lower noise level.

Despite being invited to do so, Mr S hasn't provided anything other than his recollection of a phone call to either suggest the model offered is inferior to his original, nor that the one he wants is a closer match to it. So, I conclude that D&G's offer is fair and in line with the policy terms.

### **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 Mr S to accept or reject my decision before 3 October 2023.

Will Weston  
**Ombudsman**