

The complaint

Mr K has complained that Argos Limited (Argos) mis-sold him a warranty.

What happened

Mr K bought a food appliance online on the Argos website and, at the same time, bought a warranty for it. Mr K later complained. He said the policy was described as a three-year extended warranty but, as it included the period of the manufacturer's warranty, it didn't provide three additional years. He said the warranty should be for three years after the manufacturer warranty ended.

Argos didn't reply to the complaint. So, Mr K complained to this service. The Investigator didn't uphold the complaint. He said Mr K had bought the policy online and that he had ticked a box to confirm he had read the policy documents before completing the purchase. He said these included clear information. He said the evidence didn't show the policy had been mis-sold.

As Mr K didn't agree, 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 bought the policy online. The purchase offered the option of adding a "3 years *Accidental Damage and Extended Warranty*". As part of the purchase, Mr K needed to tick a box to agree to a statement that said: "*I have read the Insurance Product Information Document (IPID) and the terms and conditions...*". Mr K ticked the box and purchased the appliance and the policy.

By ticking the box, Mr K agreed he had read the documents. So, I've looked at what the documents said about the policy. The IPID said it covered accidental damage and "*breakdown after the end of the manufacturer's guarantee period*". It also described the other benefits of the policy, which were unlimited repairs, a replacement product or vouchers. The IPID said it was a summary. It said the full terms, conditions, limitations and exclusions could be found in other documents.

There was also a booklet that described the benefits of the policy. This included:

"Accidental damage cover (including water damage) – from the moment you get your product

Breakdown cover – after your manufacturer's guarantee has ended (provided the policy remains in force)"

The booklet explained that “[s]ome policies do not include breakdown cover as the policy ends before the end of the manufacturer’s guarantee”. It then showed the breakdown care pricing tables. At the top of each table, it said the period of cover included the manufacturer’s guarantee period.

So, I think the documents clearly explained the time-period the policy covered and how this differed for the accidental damage and breakdown part of the policy. It said the breakdown cover included the period of the manufacturer’s guarantee. When Mr K bought the policy, he agreed that he had read this. This also gave him the opportunity to decide if the product met his needs. If Mr K hadn’t read the documents, that wasn’t down to Argos.

I’m aware Mr K has said that, when he went to pick up the appliance, he spoke to a member of staff who said the extended warranty covered a three-year period after the manufacturer’s warranty had expired. I don’t know the full details of what was discussed in that conversation but, regardless of that, he wasn’t sold the policy in store.

Based on what I’ve seen, I don’t uphold this complaint or require Argos to do anything further.

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 30 April 2024.

Louise O’Sullivan
Ombudsman