

The complaint

Miss S is unhappy that Domestic & General Insurance Plc (“D&G”) failed to notify her when her household warranty expired.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Miss S bought a television (TV) which came with a free protection policy, underwritten by D&G. The policy provided cover for repair or replacement from February 2019 until November 2023.

In November 2024, the TV broke down and Miss S tried to claim under the policy. She found that the policy had expired, leaving her with no cover at all. Miss S understood that D&G would notify her when her policy was due to expire, allowing her to renew or seek alternative cover. As she hadn’t received a policy expiry notification, Miss S’s TV was not insured. She complained to D&G.

D&G issued its final response to Miss S on 16 November 2024. It said the policy was a promotional offer provided free of charge by the manufacturer, and its typical procedure did not include sending out notices for expiring plans. Further to this, D&G said it did not provide cover for products exceeding a value of £2,000, so it was not in a position to send Miss S a renewal offer. D&G didn’t uphold Miss S’s complaint.

Miss S brought her complaint to our service. To resolve her complaint, she wanted:

- An explanation for why she was not contacted about her policy expiry.
- A review of any options for compensation or cover for the period her policy had lapsed.
- An apology for the lack of communication.

Our investigator upheld Miss S’s complaint. She said D&G had given Miss S reason to believe renewal was an option and it should, therefore, have notified her when the policy was due to end. To resolve the complaint, our investigator thought D&G should pay the repair quotes obtained by Miss S, and pay £150 compensation for the impact the lapse in cover had on her ability to arrange a repair.

D&G accepted the proposed outcome, but Miss S didn’t agree. She wanted D&G to arrange the repair as if the plan was in place. Our investigator asked D&G, but it said it was unable to arrange a repair. Miss S asked for an ombudsman to decide.

I issued a provisional decision in July 2025 explaining that I was intending to uphold Miss S’s complaint. Here’s what I said:

provisional findings

In reaching my decision, I've considered all of the available evidence, relevant regulator's rules, the law, and what is fair and reasonable in the circumstances. The regulator, the Financial Conduct Authority, requires businesses to give consumers the right information at the right time so they can make informed decisions. The policy sets out the detail of the contract between Miss S and D&G.

The facts surrounding this complaint do not appear to be in dispute, and I've summarised those facts here:

- *The policy was provided free of charge when Miss S bought her TV.*
- *It was set to run for four years after the manufacturer's 12-month warranty period.*
- *The policy was provided as part of a promotional offer for the manufacturer's TVs costing in excess of £10,5000.*
- *D&G said it does not sell policies for household items valued over £2,000.*
- *The policy had expired when Miss S tried to make a claim.*

The complaint, then, arises from D&G not telling Miss S when the plan was due to expire, resulting in her policy lapsing without her arranging alternative cover.

The covering letter of the policy states Miss S's TV was "protected until 08/11/2023". This indicates that the cover would end on that date. However, I think it's reasonable that Miss S wouldn't necessarily remember a policy end date five years after she bought a product.

Under the heading "Duration of the Policy", the policy certificate states:

*Start Date: 19/02/2019
Renewal Date: 08/11/2023*

The policy terms and conditions, under the heading of "Duration of your policy", state:

The policy period begins on the 'start date' and continues until the 'end date', as specified in your certificate

As shown above, the policy certificate states a renewal date rather than an end date, and I think this could reasonably be taken to mean that the policy could be renewed.

Based on this evidence, I find that the policy documentation was unclear. Therefore, I think that Miss S could reasonably have expected that her policy certificate, setting out the renewal date, meant that D&G would contact her about renewal, whether that was to offer a renewal or confirm that it was not something it would offer.

Miss S said she was told that she would receive notification when the policy was due to expire. The policy terms and conditions do not include any reference to D&G providing notification of a policy approaching expiry. However, given that Miss S could reasonably have expected a "renewal date" to mean she would be offered that opportunity, I think it's also reasonable to conclude that she would've expected prior notification of the policy expiry.

So, having provisionally decided that it was reasonable for Miss S to expect notification of her policy end date, I've thought about what that would've meant for her. D&G didn't offer policies for the value of Miss S's TV, and she confirmed she would've looked for alternative cover. Given the value of the TV, and the fact that she tried to claim under the policy she thought was still in place, I have no reason to doubt that she would've

looked for alternative cover. That means Miss S missed the opportunity to arrange cover for her TV and, when it developed a fault, she was responsible for paying for the repair. Therefore, currently I'm satisfied that the lack of clarity regarding the policy end date, and D&G's silence on whether notification of the policy expiry would be given, means Miss S was not provided with the appropriate information at a time she could've made an informed decision about her TV cover.

*To put matters right, I've thought about what would've happened if the policy had still been in place. The terms and conditions state that D&G would, at its option, "authorise a repair, arrange a replacement or pay the cost of a replacement product". D&G agreed to our recommendation to pay for the repair once Miss S obtained quotes, but Miss S wanted D&G to arrange it. I've considered the "Repairs" section of the policy, and I think it's clear that D&G would authorise repairs, rather than carry out repairs. The wording suggests that it would simply be using authorised repairers, or reimbursing Miss S for any repairs she arranged. Given that the way in which D&G would settle the claim was "**at our option**", and reimbursing for an authorised repair was one of those options, I see no reason to ask D&G to do any more than reimburse Miss S for the repair. And I think it's reasonable that Miss S provides D&G with evidence of payment for a repair carried out by a reputable service.*

I understand Miss S is unsure how to make the repair arrangements. I've looked at the manufacturer's website and it appears to offer a straightforward step by step process for arranging certified repairs. Alternatively, D&G may be able to provide details of authorised repairers.

Our investigator recommended compensation of £150 for the distress and inconvenience Miss S experienced by being unable to repair the TV due to the lapse in cover. D&G has agreed to the compensation, and I'm satisfied that it's in line with what I'd typically award for matters of this nature, and fair and reasonable in the overall circumstances.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Responses

- Miss S didn't respond.
- D&G accepted what I'd proposed.

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.

In the absence of any further comment from Miss S, I looked again at the evidence. Having done so, I remain satisfied that I've explained my reasons for reaching what I think is a fair and reasonable decision based on the evidence available. Therefore, I haven't changed what I think is a fair outcome to Miss S's complaint.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I uphold Miss S's complaint. If Miss S accepts my decision, Domestic & General Insurance Plc must:

- reimburse Miss S for her TV repair cost on receipt of evidence of the repair, and
- pay £150 compensation in recognition of the distress and inconvenience caused by this matter.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 10 September 2025.

Debra Vaughan
Ombudsman