

The complaint

Mr G has complained that the replacement TV that Domestic & General Insurance Plc provided to him under his TV repair policy has broken down, and he wants a replacement plus compensation for the time he spent on the phone trying to sort things out.

What happened

Mr G had a TV repair policy with D&G for his original TV with the brand name beginning with L. That broke down and couldn't be fixed so under the policy D&G provided him with a replacement TV. Mr G's chosen replacement TV with the brand name beginning with S was of a higher specification than his L TV. So, under the policy D&G required him to pay a further £130 as he was essentially upgrading rather than just replacing his TV.

Mr G brought a previous complaint to us concerning the requirement of him having to pay this £130 for the new TV which wasn't upheld.

Mr G paid the £130 and D&G through its supply partner who I shall call M provided Mr G with his brand new TV in June 2024. This TV came with a 12 month warranty from the manufacturer. On this basis his policy cancelled in June 2024 also. So, Mr G didn't have any cover with D&G for this new TV unless he decided to buy another policy through D&G or any other insurer.

However, D&G said Mr G contacted it in October 2024 to provide proof of purchase of the new TV which D&G then gave to him. Then in May 2025, Mr G contacted D&G to request this proof of purchase again which was sent by post. Mr G also wanted D&G to help with the fact his new TV was now faulty, and the manufacturer wasn't helping him. D&G ascertained his new TV was still under warranty so it told him that the manufacturer should be dealing with him.

Mr G contacted D&G again on 2 June 2025 as the manufacturer was refusing to accept responsibility for the repair of his new TV. Given Mr G no longer had any policy with D&G for this new TV, it directed him to talk to its supplier M to see if they could help. However, D&G couldn't help him, as he had no policy with it.

So, Mr G brought his complaint to us. The investigator didn't think it should be upheld. Mr G wanted an ombudsman's decision, so his complaint 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.

Having done so, I'm not upholding this complaint. I understand that Mr G will be disappointed, so I'll now explain why.

First, just to clarify, I will not be addressing the complaint about the payment that Mr G had to make in order to be provided with this new TV. That complaint has already been addressed and not upheld, so it can't be revisited in this complaint.

Secondly it is clear from D&G's file that Mr G's policy cancelled on his receipt of the new TV and Mr G no longer paid any premium for this new TV. So, as there is no policy in place for the TV, D&G has no duty under any policy for Mr G's new TV. This new TV was provided as a replacement under the terms of the policy too. Because this new TV was provided to Mr G under the policy, with Mr G paying £130 as he was upgrading the type of TV he had, D&G can't be called the 'seller' of the TV. That was provided by M to Mr G on behalf of D&G. So, D&G has no duties under any sales legislation to Mr G, as he thinks it did. D&G explained this to Mr G as follows:

'Domestic & General is not a retailer. Our role is to facilitate appliance replacements through our network of retail suppliers. As such, we do not directly sell or dispatch appliances ourselves.'

I consider D&G is correct here. If Mr G had asked for this new TV to be insured and had paid a premium for that policy to D&G, then it would have responsibilities to Mr G under that new policy. But as the policy was cancelled there is no further duty from D&G to Mr G for this new TV.

I also consider D&G went out of its way to ensure Mr G was provided his proof of purchase so Mr G could deal with the manufacturers to repair his new TV.

I appreciate Mr G did spend some considerable time on the phone with D&G, but I don't think D&G are responsible for that, as effectively he had no policy with it at this time for this new TV. I consider instead, it was trying to help Mr G, even though it had no duty to do so.

My final decision

So, for these reasons, whilst I appreciate Mr G will be disappointed, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 October 2025.

Rona Doyle
Ombudsman