

## **The complaint**

Mr K complains about the sale of a product care plan (extended warranty) by Domestic & General Insurance Plc ('D&G') and the service they provided him with.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr K took out a product care plan ('the policy') with D&G in 2024. Mr K later made a complaint as he said he was mis-sold the policy and had received poor service (rude staff and communication issues). D&G partially upheld the complaint and offered £30 compensation for the service provided.

Mr K referred his complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

My decision will consider whether this policy was mis-sold. As D&G have conceded that the service provided could've been better and offered £30, I'll also consider whether that goes far enough to recognise any impact on Mr K.

### *The policy sale*

I've listened to a copy of the telephone call during which this policy was sold. Mr K has told us he didn't need accidental damage cover due to the existing manufacturer's warranty. However, this doesn't automatically mean the policy was mis-sold - as the manufacturer's guarantee did not cover accidental damage, only mechanical and electrical breakdown during the guarantee period

During the call, the adviser made it clear that the cover was optional, accidental damage cover would be provided alongside the manufacturer's warranty, and then when the warranty period ended, D&G would effectively take over the warranty to offer continued cover.

At 20 minutes and 15 seconds into the call, Mr K outlined why accidental damage cover was important for him. Mr K was made aware of what the policy would cover him for, the cost per month and that it was optional. It was for him to decide if it suited his needs and I'm also

satisfied the paperwork sent after the sale clearly outlined what the policy would cover him for (bold added for my emphasis):

*“What this policy covers Breakdown (after the manufacturer’s guarantee)  
If your product suffers a **mechanical or electrical breakdown after the end of the manufacturer’s parts and labour guarantee period**, we will (at our option) do one of the following: authorise a repair, arrange a replacement or pay the cost of a replacement product.*

*Accidental damage (during and after the manufacturer’s guarantee)  
**Both during and after the end of the manufacturer’s parts and labour guarantee period**, if your product suffers accidental damage (i.e. physical damage as a result of a sudden cause that means the product is no longer in good working order), we will (at our option) authorise a repair, arrange a replacement or pay the cost of a replacement product.”*

I’ve noted in his complaint call (to D&G) Mr K said he was misled into taking out the policy as he only needed the manufacturer’s warranty. But the sales call doesn’t support this. It is correct that Mr K had a manufacturer’s warranty for a defined period - but that warranty would not extend to accidental damage cover. No evidence has been provided that this policy duplicated existing cover.

Overall, based on the available evidence, I’m satisfied that this policy wasn’t mis-sold.

#### *The service provided*

It’s disappointing that the service provided didn’t meet Mr K’s expectations. But it’s positive that D&G have recognised that things didn’t go as expected and paid £30 compensation.

When I’ve considered what’s happened (communication issues and no call back) alongside the impact on Mr K and our published guidelines on these types of awards, I find the £30 offered to be fair, reasonable and proportionate - relative to the impact on Mr K. I’ve not found reason to justify increasing this award to £80 as requested by Mr K.

My decision will disappoint Mr K, but it ends our Service’s involvement in trying to informally resolve this part of Mr K’s dispute with D&G.

#### **My final decision**

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr K to accept or reject my decision before 11 February 2026.

Daniel O’Shea  
**Ombudsman**