

DRN-6059417



The complaint

Mr M has complained about the way Currys Group Limited dealt with a claim he made under a warranty care agreement.

What happened

Mr M held a warranty care agreement with Currys since 2017. In October 2024 he made a claim for a damaged TV. The TV was a 3D TV. Mr M said he has a collection of 3D DVDs which he watched on this TV.

Currys collected Mr M's TV for repair. Despite clear instructions from Mr M that if the TV wasn't repairable, he would like it returned, Currys disposed of the TV when it said it wasn't repairable. During a call with Currys Mr M was led to believe the TV had been repaired and would be returned to him on 30 October 2024. But this wasn't correct.

Currys offered Mr M a voucher equivalent to the cost limit under the agreement for a replacement TV.

In February 2025 Mr M complained to Currys. He said he hadn't received a voucher. He said he couldn't buy an equivalent replacement as 3D TVs were no longer available.

Currys upheld Mr M's complaint. To resolve it, it said it would provide a pro rata refund of the premium Mr M paid for the agreement, and instead pay a bank transfer equivalent to the voucher value to his account. Currys offered £100 compensation to Mr M.

Mr M remained unhappy and rejected Currys' offer. He asked us to look at his complaint. He wanted compensation for the misinformation Currys gave him. He said the fault didn't prevent him from using the TV to play 3D TVs. It was important for Currys to return the TV to him as he couldn't buy an alternative replacement.

Currys offered to increase the compensation award from £100 to £250 for the distress and inconvenience caused.

One of our Investigators thought Currys had done enough to resolve Mr M's complaint.

Mr M disagreed.

Our Investigator issued a follow up view to explain that we thought the complaint wasn't one we could look at as the service agreement wasn't a contract of insurance. So the complaint wasn't covered by the Financial Conduct Authority (FCA) which decides what complaints we can investigate.

Mr M disagreed and asked for an ombudsman to decide on his case.

I issued a provisional decision on 22 December 2025. I thought Mr M's complaint was one this service had jurisdiction to deal with. Having reviewed the complaint, I thought Currys' offer of £250 compensation was fair and reasonable.

Mr M didn't reply to my provisional decision. Currys disagrees that the service agreement Mr M held with it was effectively a contract of insurance as it said it wasn't within the terms and conditions. Currys says it hasn't disputed our investigation into Mr M's complaint as it wishes to resolve it and it is happy to pay Mr £250 compensation.

So the case has been passed back 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.

I've set out the complaint under titles below: to first deal with the jurisdiction element and then the merits of the complaint.

Jurisdiction of Mr M's complaint

Under our compulsory jurisdiction we can only consider complaints listed under rules set out by the regulator, the FCA. These rules are known as DISP rules.

DISP rule 2.3.1 includes specific regulated activities such as effecting or carrying out contracts of insurance.

Service agreement contracts typically contain many benefits and features that would also appear in a contract of insurance. But this doesn't mean we can look at all service agreement complaints.

In response to my provisional decision, Currys disagrees that the service agreement is a contract of insurance as it explicitly states it isn't within the terms and conditions. I was aware of the terms and conditions set out under the agreement. However, I maintain that Mr M's service agreement has the features of (and therefore is, in effect) a contract of insurance. So I find that Mr M's complaint falls within our jurisdiction to deal with.

Currys hasn't objected to our dealing with Mr M's complaint.

The merits of Mr M's complaint

The background to Mr M's complaint is well known to both parties. There is no dispute that Currys provided Mr M with incorrect information about the return of his TV. Currys failed to follow his reasonable request to have the TV returned to him if the unrelated fault couldn't be fixed. Currys poor handling of the repairs claim has no doubt caused Mr M distress and inconvenience.

When things go wrong, we look at what the impact was and what a business did to put things right. In this case, Mr M says he cannot buy a new replacement TV with the 3D element as this type of TV is no longer available. This means he cannot enjoy the use of playing his collection of 3D DVDs from a new replacement TV.

Currys offered to pay Mr M the voucher equivalent under the agreement for a replacement TV of £999 along with £62 pro rata refund for the remainder of the agreement. In addition, it offered £100 as a goodwill gesture.

In July 2025 Currys increased the award from £100 to £250. It says it will pay a total amount of £1,311 direct to Mr M's bank account so that he isn't limited to the use of a store voucher to buy a replacement TV. It says it needs Mr M's bank details to arrange this.

I understand Mr M's strength of feeling about his complaint. It is clear Mr M is understandably upset that Currys disposed of his TV even though he made it clear he wanted it returned to him. Mr M says he wants his TV back.

It isn't possible for Currys to return Mr M's TV to him. Currys said it tried to locate the TV when it discovered its error, but it was too late and it had been disposed of.

In the absence of being able to return Mr M's TV to him, I think Currys offer to resolve Mr M's complaint is fair and reasonable to reflect the loss of enjoyment and inconvenience caused.

My final decision

My final decision is that I find we can consider Mr M's complaint.

On review of the merits, I find that Currys offer to put things right is enough to resolve Mr M's complaint. I require Currys Group Limited to do the following:

- Pay Mr M the following: £999 to replace his TV and £62 as a pro rata refund of the remainder of the agreement.
- Pay Mr M £250 compensation for the distress and inconvenience caused.

Currys Group Limited must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Currys Group Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 February 2026.

Geraldine Newbold
Ombudsman