

The complaint

Mr J is unhappy that Domestic & General Insurance Plc (D&G) mis-sold him a gadget insurance policy which included his television satellite equipment and other devices.

What happened

In 2018, Mr J took out a policy to cover for parts, labour, breakdown, accidental damage and a new for old replacement for his television satellite equipment and three other devices. The policy was upgraded, and a fourth device was added in 2020. D&G is the underwriter of the policy.

In February 2025, Mr J reported a fault to D&G and to the provider. An engineer visited the property, but as the satellite dish was installed on Mr J's neighbour's property, and the cabling also ran from there, the engineer couldn't fix the issue. The claim for fixing the fault was declined by D&G as the satellite dish wasn't on Mr J's property. Mr J cancelled the policy and made a complaint to D&G that the policy was mis-sold.

D&G provided a final response. It offered Mr J a pro rata refund, as a gesture of goodwill, as if the policy wasn't suitable for him. The offer was made on the basis that D&G couldn't provide evidence whether the policy had been mis-sold as it was sold more than six years ago.

D&G confirmed that the satellite dish and the cabling weren't covered on the policy as they had been installed on Mr J's neighbour's property.

Unhappy Mr J brought his complaint to this service. Our investigator upheld the complaint. She thought the policy had been mis-sold based on Mr J's version of events and that D&G couldn't provide any evidence either way.

D&G didn't agree and said there was insufficient evidence that the policy was mis-sold. It raised a jurisdiction issue. It said the complaint was made out of time as it had been more than six years from the date of the sale in 2018.

Our investigator provided further findings. She thought the complaint had been made in time as Mr J had longer than the six years to complain of the mis-sale. And he made the complaint in March 2025, so the complaint fell within this service's jurisdiction. The investigator thought Mr J had a further three years within which to make a complaint as he only became aware of the mis-sale when he made the claim in 2025.

D&G disagreed and asked for the complaint to be referred to an ombudsman. It confirmed that its position was that the complaint was made outside the six-year time limit from the date of the policy sale in 2018.

An in-jurisdiction decision was issued by me to confirm the complaint had been brought within the relevant time limits. D&G accepted the jurisdiction decision.

The issue regarding the mis-sale complaint remains in dispute. The case has now been

passed to me to consider the merits of the mis-sale complaint and to make 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.

D&G has said it's not been able to disprove that the policy was mis-sold to Mr J in 2018. It accepted the policy was mis-sold. But it doesn't agree to fully refund the policy based on the mis-sale which cannot be verified, and it refutes the allegation of the mis-sale.

In this decision, I will therefore consider the mis-sale issue in the context of what D&G has said. I will also consider the redress that's been offered to Mr J and whether I think this is fair and reasonable in the circumstances of this complaint.

Mis-sale

The sale took place in 2018. Mr J says he thought his satellite equipment would be fully covered on the policy. This is because he made D&G aware in a telephone call, where the satellite dish had been installed, when he was sold the policy.

When he made a claim to have his satellite dish repaired, Mr J found out that he would never have been covered for this as D&G said the dish and the cabling were installed on Mr J's neighbour's property.

D&G accepted Mr J's complaint that the policy had been mis-sold. But it said Mr J would not be entitled to a full refund because the satellite box would always have been covered and had Mr J moved the dish onto his own property, it would have been covered for repair. And D&G said Mr J made previous claims on his devices that were also insured on this same policy. So a full refund wouldn't be fair.

Whilst D&G has provided a pro rata refund to Mr J, it still refutes that the policy was mis-sold because it says the refund was made as a gesture of goodwill. As this is an issue that's still in dispute, I've gone on to consider whether I think the policy was mis-sold.

I understand that the call recording isn't available from when Mr J took out the policy in 2018. This isn't unusual due to the time that's passed. In the absence of this, D&G has referred to the policy documents which it says Mr J would have had each year over the time he had the first policy and the upgraded policy. D&G referred to the terms and conditions which say that the equipment was registered to Mr J's property and therefore he should have known that the satellite dish wouldn't have been covered.

However, I'm mindful that Mr J says he made D&G aware from the outset that the satellite dish wasn't on his property and how it had been installed. It's not unreasonable therefore that he thought the paperwork would reflect the conversation he had with D&G in 2018. Mr J's version of events has remained consistent throughout. That is, he thought he had cover on the policy for all of his satellite equipment based on what he told D&G when he took out the policy. So, I don't think the equipment being registered at his address is enough to say that Mr J would have been aware that he only had part cover on the policy.

There is limited information about the sale of the policy, but D&G had a duty to ensure Mr J was given clear information based on the information he provided. I agree that it's difficult to know whether the policy was mis-sold but based on what Mr J has said throughout, on balance, I think his version of events seem plausible. There is no call recording available and the policy documents are not sufficient to demonstrate the Mr J would have known he had

limited cover on the policy from the outset. On balance, therefore, I think it's more likely than not the policy was mis-sold.

D&G says on one hand that it accepts the policy was mis-sold but on the other hand, it says it refutes the mis-sale due to the limited information. I'm not persuaded this is a fair way to approach this complaint and as it's offered a pro rata refund to Mr J, by its actions, I'm satisfied it's accepted the policy was mis-sold.

I'll therefore go on to consider the redress aspect of this case based on the policy being mis-sold

Redress

Our approach in cases where a policy has been mis-sold is to put the consumer back in the position as if the policy hadn't been sold. In other words, in the position as if Mr J never took out the policy. In such cases, a business would offer a refund of premiums and if any claims had been paid on the policy, the amounts would be deducted from the final total paid.

In Mr J's mind, in 2018, he took out a policy that covered all of his satellite equipment and three devices on the first policy and four devices on the second, upgraded policy.

And had he known he didn't have cover for all of his satellite equipment, it's very likely that he wouldn't have taken the policies at all. The main purpose of the policy was to cover his satellite equipment. The devices were added on because that's what the policy offered. So, I think it would be fair for D&G to refund all of the premiums Mr J had paid. Mr J says he paid a total of £2,085.55 over the years for the policies.

I've additionally thought about D&G's comments that it hadn't refused to repair the satellite dish and once Mr J had moved it to his own property, it could still provide cover for the repair. D&G also says that the satellite box would always have been covered. However, I don't think Mr J would have taken out this limited cover if that was what D&G had offered to him in 2018. So, I'm not persuaded he would have taken the policy out at all if he had this partial cover (which would only have provided cover for the satellite box and not the satellite dish).

I note that Mr J made claims previously on his policies for the amount totalling £1,017.26. So, based on our general approach, these amounts would need to be deducted from the final total.

And D&G has already paid Mr J £426.70 (not including the interest that was added to this amount).

Overall, I think D&G needs to refund the full premiums paid by Mr J (£2,085.55), less the amount it has paid for the claims Mr J made (£1,017.26), less the amount it has already paid (£426.70). D&G should add 8% simple interest per annum on the final total.

I have taken these amounts from the information that both Mr J and D&G have provided. But D&G should check these totals and refund the amount to Mr J that's correct following its own calculations.

Putting things right

I direct Domestic & General Insurance Plc to put things right in the following way:

- Calculate the amount of premiums Mr J paid in total from the 2018 policy and the

- 2020 policy.
- Deduct the amounts Domestic & General Insurance Plc paid for the claims Mr J made on the policies taken in 2018 and 2020.
 - Deduct the amount of the refund Domestic & General Insurance Plc has already paid to Mr J.
 - Add 8% simple interest per annum on the final amount that's due to Mr J.
 - Pay this final total to Mr J.

Domestic & General Insurance Plc must do this within 28 days of the date on which we tell it Mr J accepts my final decision. If it takes longer, Domestic & General Insurance Plc, must give Mr J a meaningful update setting out the timeframe when they will settle the claim.

*If Domestic & General Insurance Plc considers it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr J how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons given above, I uphold Mr J's complaint about Domestic & General Insurance Plc.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 16 February 2026.

Nimisha Radia
Ombudsman