

## **The complaint**

Mr B complains that DFS Trading Limited (“DFS”) mis-sold a furniture protection plan to him when he bought his sofa.

## **What happened**

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

In 2022, Mr B bought the furniture protection plan from DFS at the same time as he bought his sofa. Subsequently, Mr B raised a warranty matter with DFS as the retailer, and an insurance claim with the insurer. Although the insurance claim was settled, Mr B said DFS mis-sold the protection policy. He said DFS told him claims would be fast and hassle-free but that’s not the service he experienced. He complained to DFS and asked for a full refund of the policy premium, and either a replacement sofa or a refund of its original price. Mr B also asked for compensation for the distress and inconvenience.

DFS issued its final response to Mr B’s complaint on 6 March 2025. It said that he would need to contact the insurer regarding his claim, and confirmed that the manufacturer’s warranty didn’t provide cover for accidental damage. DFS did not agree to a refund.

Mr B brought his complaint to our service. Our investigator didn’t uphold his complaint because there was no evidence that the policy had been mis-sold to him.

Mr B didn’t agree, and he raised several points regarding credit agreements, satisfactory quality of goods, and misrepresentation at the point of sale. He asked for an ombudsman’s decision, so the complaint was passed to me.

## **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’ve decided not to uphold Mr B’s complaint for broadly the same reasons as our investigator. I understand this will come as a disappointment to Mr B, but I haven’t seen anything in the evidence to suggest that DFS mis-sold or misrepresented the policy to Mr B at the point of sale.

The Financial Conduct Authority’s rules (ICOBS 6.1.5) say that a business must take reasonable steps to ensure a customer is given appropriate information about a policy in good time and in a comprehensible way so they can make an informed decision. DFS sold the furniture protection policy to Mr B so it was responsible for providing the appropriate information. The policy was non-advised, so it would’ve been up to Mr B to decide whether the policy was suitable for his needs. Once Mr B bought the policy, any claims would have been the responsibility of the insurer.

Mr B's key issue of complaint is that he was assured the plan would provide him with fast and hassle-free repairs. But, when he made a claim, he experienced delays. I've looked at the terms and conditions of the policy but I haven't identified any reference to fast and hassle-free repairs, or indeed any suggested timescale for repairs. Mr B hasn't provided any evidence that he was given such an assurance at the time he bought the protection plan, though I accept that neither he nor DFS can evidence what was discussed. On balance, I think it's unlikely that DFS would've offered comment on how fast or easy the repair service provided by another business might be. So, based on what is most likely to have happened, I can't reasonably conclude that DFS mis-sold the plan to Mr B on the basis of speed and ease of service.

Mr B said he wasn't advised about key terms in the policy, or of any significant exclusions. DFS provided a copy of the terms and conditions, and the policy summary as shown on the customer portal. It said a leaflet was also given to Mr B at the point of sale which gave a summary of the protection plan.

Mr B has indicated that he didn't receive the terms and conditions. DFS said it provided the policy information when Mr B bought the plan. I think it's more likely than not that Mr B would've received at least some information when he bought the policy. If he didn't, I'd have expected that he would've asked for the details sooner. Even so, the terms and conditions don't refer to the timescales for repairs, so DFS wouldn't have been bringing to his attention any key terms or exclusions relevant to this complaint.

I've looked at everything else Mr B raised, and I note that our investigator responded to each point raised. It's evident that Mr B has spent some considerable time looking into matters relating to his sofa, the credit agreement, quality of goods, and bundled services. To be clear, I have only considered Mr B's complaint that DFS mis-sold the protection plan to him. Our investigator explained that other options are available to Mr B for the various, linked matters.

In summary, I haven't found any evidence that DFS mis-sold the furniture protection plan to Mr B based on a promise of speed and ease of repair, or that it failed to provide him with the appropriate information regarding the policy. The insurer would have been responsible for handling the claim and any repair delays would have been unrelated to the policy sale.

**My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 November 2025.

Debra Vaughan  
**Ombudsman**