

The complaint

Mr R complains about the information that Sofology Limited provided to him when he took out a furniture insurance policy. He believes the policy was mis-sold and said he was misinformed about how to position a recliner sofa, which resulted in the recliner motor breaking. He said the advice provided to him led to his claim being declined due to an exclusion clause within the policy.

What happened

The background to this complaint and my initial conclusions were set out in my provisional decision dated 19 November 2025 – a copy of which is set out here. In my provisional decision I explained why I intended to uphold Mr R's complaint. I said:

“What happened

In October 2021, Mr R purchased a reclining sofa and chair from Sofology together with a 5 year furniture insurance policy under a finance agreement. Mr R paid £250 for the policy and it covered his furniture for accidental damage, staining and structural defects.

Sofology states it sold Mr R the policy on a non-advised basis. It said the terms and conditions of the plan were provided to Mr R at the point of sale. But full policy documentation was subsequently provided when Mr R's furniture was delivered by the plan underwriter, which I'll refer to here as “H”. Sofology said policy documentation was emailed to Mr R by H on 15 February 2022.

Mr R said that, at the point of purchasing his warranty, Sofology informed him that his policy would cover his new furniture for technical faults and issues relating to the reclining mechanism. He said he asked about spacing requirements for his new furniture and was advised that the recliner required a 5-10 cm gap from the wall with sufficient space in front of it. Mr R stated he was told that side contact of the armrest with the wall wouldn't matter. And he said that, when he took delivery of his furniture, the manufacturer guidance that he received didn't advise that the arms of the chair should be placed away from the wall.

Mr R said he positioned his chair in line with the advice provided by Sofology. But the recline function subsequently broke. On 29 November 2024, Mr R informed H that the chair was stuck in the reclined position. He believed this to be a structural defect and told H that he wanted to claim under his policy.

H appointed a technician from Sofology to attend Mr R's address and inspect the chair. This inspection took place on 10 December 2024 and the technician informed H that the left arm of the recliner chair had been hitting the wall as it was reclining. It said this was obstructing the recliner's movement and putting pressure on the motor. The technician concluded that this had caused the motor to fail.

Relying on the opinion of its instructed technician, H declined Mr R's claim. It informed Mr R the motor had broken due to misuse of the chair because of the way in which it had been positioned. It explained that, as the issue hadn't been caused by accidental damage or a

structural fault, the claim wasn't covered by the policy terms. But it undertook a repair as a gesture of goodwill in any event.

On 19 December 2024 Mr R contacted Sofology via an online chat forum. He asked for advice about the positioning of the chair and was informed that if the armrests of the recliner were in contact with the wall this wouldn't matter.

Mr R complained to H about its decision to decline his claim. H didn't uphold Mr R's complaint about the outcome of his claim. He referred his complaint to our service, where it was dealt with by an ombudsman who didn't recommend upholding it. They sent Mr R a final decision which outlined why they thought his claim was excluded by the policy terms.

Mr R also complained to Sofology that it had mis-sold his policy to him and provided incorrect advice about how to position his chair while using the recline function. He argued that, in following the advice provided, Sofology had caused him to void his claim.

On 9 April 2025, Sofology responded to Mr R's complaint. It didn't uphold the complaint explaining that it hadn't mis-sold the policy. It stated it had reviewed its technician's findings and didn't intend to arrange a further visit or request that the technician change their report about the cause of the motor failing. But it accepted that the content of the report didn't accurately reflect the discussion Mr R had had with the technician during their inspection. And it offered to pay Mr R £50 in compensation to acknowledge this shortfall in service.

Being dissatisfied with how Sofology proposed to resolve his complaint, Mr R referred his complaint to our service where our investigator looked into his concerns about how his policy had been sold and the information he said he'd been given about how to position his chair. They empathised with Mr R but didn't recommend upholding this complaint. They weren't persuaded the policy had been mis-sold. And they didn't think the information provided to Mr R by Sofology had caused his recliner to break.

Sofology accepted our investigator's view of this complaint. But Mr R disagreed. He requested an ombudsman decision. So, I've been asked the fairest way to decide this complaint.

What I've provisionally 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'm sorry to hear about the difficulties Mr R experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. However, while I sympathise with Mr R, the issue that I must determine is whether Sofology made a mistake, or treated him unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Where there's a dispute, as there is here, I must reach a determination based on the available evidence as to what I think is most likely to have happened. To assist in that task, I've read and considered all the information provided by Mr R and Sofology. But I'll concentrate my findings on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on

every written representation made by Mr R and Sofology, which is because I don't think I need to comment on it to reach what I think is the right outcome.

I mentioned in the background to this complaint that our investigator didn't recommend upholding this complaint. But, having thought very carefully about what Mr R and Sofology have said, I've reached different findings as to the merits of this complaint. I'm therefore drafting a provisional decision to explain why I'm intending to uphold this complaint. This is to ensure fairness and allow Mr R and Sofology the opportunity of providing any further responses they wish me to consider before I issue a final decision on this complaint.

As I explained in the background to this complaint, Mr R complained to H about how it settled his claim. That complaint was referred to our service and a final decision has already been provided to Mr R confirming that an ombudsman was satisfied his claim had been fairly and reasonably declined by H. As that complaint has been concluded by way of a final decision I won't address any concerns that Mr R has shared with our service about how his claim was settled by H as that is outwith the scope of this complaint.

The crux of Mr R's complaint against Sofology relates to the advice he said it provided him about how to position his chair and the way in which his policy was sold. He says he relied on this advice, which resulted in his claim being declined when the recliner motor broke. He submits that this means his policy was mis-sold. So, I'll address those concerns here.

Sofology says this furniture insurance policy was sold to Mr R on a non advised basis when he purchased his furniture. The policy was sold face to face by Sofology and Mr R told our investigator there was interaction between him and Sofology prior to the point of sale.

Mr R states that Sofology informed him that his policy would cover his new furniture for technical faults and issues relating to the reclining mechanism. He also said he was advised that the chair required a 5-10 cm gap from the wall with sufficient space in front of the recliner but that space between the armrests and wall was unnecessary.

Based on the available evidence, I accept what Sofology has said about the sales process. There's no evidence indicating that Sofology recommended the policy or provided Mr R with any advice as to the suitability of the cover. It simply informed him that the policy was available to purchase if he wanted to do so. I'm satisfied that any discussions that Mr R may have had with Sofology at the point of sale appear to have been related to what the policy covered and how to position the furniture he was purchasing. There's no evidence to indicate that Sofology told Mr R to purchase the furniture plan.

The fact that the sale was non-advised is crucial as this means Sofology didn't need to make sure that the policy it sold was suitable for Mr R's needs. But it had a responsibility to provide information that was clear, fair and not misleading so Mr R could make an informed decision on whether the policy was suitable for him. The responsibility for ensuring he had the cover he required rested on Mr R. But Sofology was required to highlight any significant terms or exclusions of cover.

Here, Sofology has provided evidence that demonstrates Mr R was emailed a copy of the policy terms and conditions on 15 February 2022. He hasn't disputed these policy documents were provided to him. So, I'm satisfied that the terms and conditions were appropriately shared with him.

I've mentioned in the background to this complaint that Mr R's policy with Sofology covers his furniture for accidental damage, staining and structural defects. But issues that are determined to have been caused by improper use are excluded from the policy. I'm satisfied this exclusion is clearly identified within the policy. But there's no reference to any claim

being invalidated if the chair armrests are positioned against the wall. I'll explain why I think that information should have been shared with Mr R here.

Mr R is emphatic that Sofology informed him that space between the chair armrests and wall wasn't required prior to the point of sale. I understand that he wanted to ensure that the sofa fit within the limited space he had available at his home. It's credible and reasonable that he'd have asked about the space requirements between the armrests and wall and front and rear of the sofa when using the recliner function to satisfy himself that the furniture would fit.

There isn't any independent evidence to confirm that Mr R was given advice about spacing requirements. So, I've carefully considered what Mr R says about what happened in the context of the wider evidence that's available here.

Mr R has provided a copy of a chat forum extract with Sofology, which is dated 19 December 2024. While this evidence postdates the claim being made by Mr R, the content is helpful. I'll explain why.

On 19 December 2024, Mr R asks Sofology "my question is regarding the space required for the recliner. On your website it states 'You can place our wall hugging recliner sofas from just 10cm away from a wall' for the cadenza I believe that it might be as little as 5cm. Could you confirm that please and also confirm if the 5cm/10cm is only required front and back or all the way around?"

The agent from Sofology replies that they'd seek advice from their "in house Tech" department in relation to Mr R's question. They then respond stating "the variance should be 7cm but it can sometimes change due to age, wear and tear, fabrics loosening, frame expanding etc. His advice is to fully recline/incline the sofa/chair then whilst in this position move the sofa to the wall and leave it 1/2 cm away. Then reset it back to its static shape and that will be the closest you can get it to the wall."

Mr R then requests further clarification asking the agent "does it matter about the space at the sides of the chair? I.e. do I need to have the gap all the way around or would it be a problem if the left hand arm rest slightly touches the wall?". The agent from Sofology responds confirming "no the sides won't matter as nothing reclines put [sic] from the sides/arms".

Having carefully considered the content of the online chat shared by Mr R, I'm satisfied it was made clear to him that the reclining sofa required clearance space in front and behind it. But the agent clearly indicated to Mr R that no space was needed between the arms and the wall at the side because nothing reclines out from that area.

There's no evidence that the sofa design had changed in December 2024 from when it was purchased by Mr R. And the advice provided to Mr R via the agent online is consistent with the advice that Mr R said he received when he purchased his reclining chairs in store.

On the balance of probabilities, I'm satisfied that the advice Mr R received online from Sofology in December 2024 about not requiring space between the armrests and wall was likely identical to the advice he received in store in relation to the positioning of the chair at the time he purchased his furniture. I'm persuaded the online evidence supports Mr R's representations that he was informed that he didn't need to leave space between the armrests and the wall when he purchased his furniture in October 2021.

I'm satisfied that the advice Mr R received from Sofology about there being no requirement for space between the wall and armrests led to him misusing his chair despite following the

advice he was given. This advice ultimately led to Mr R's claim being declined by H, which wasn't his fault.

Sofology has provided a copy of the user's handbook it said Mr R would have received on delivery of his furniture. Mr R accepts he received this document when his furniture was delivered to him. This handbook refers to reclining furniture requiring space around the front and rear of the chair. But it doesn't advise whether room should be left at the sides of the chair when operating the recline function. This means that Mr R was reliant on the advice Sofology provided at the point of sale that there was no requirement for space between the armrests and wall.

Given the findings of Sofology's technician about what had caused the motor to fail I'm persuaded that the requirement to have space between the armrests and wall was fundamentally important to its correct usage. I'm satisfied that information about whether the chair required clearance space around the armrests ought to have been shared with Mr R by Sofology. It was the manufacturer of the sofa Mr R had purchased. And it ought to have known whether placing the armrests against the wall would damage the recliner motor and cause it to fail. It should have known this would constitute improper use of the chair, which would then be excluded by the policy Mr R had purchased.

In the overall circumstances of this complaint, I'm persuaded that Sofology failed to provide information in clear and unambiguous terms about the requirement to position the armrests away from the wall. It follows that Sofology misinformed Mr R about how to position his sofa. And, in not telling him that using his sofa in the way he'd been advised would invalidate a claim when the motor failed, I think Sofology mis-sold the policy to Mr R. It follows that I'm intending to uphold this complaint.

I've thought about what remedy, if any, is required here to resolve this complaint. Had Mr R's sofa not been repaired, I'd have directed Sofology to undertake a repair in recognition of the policy being mis-sold. But as this has already happened, I'm satisfied this remedy has been provided to Mr R.

I'm aware that Mr R has asked our service to direct that Sofology refund the premiums paid for his policy. But I'll explain why I'm not persuaded that would lead to a fair outcome.

Here there's evidence that an inspection of Mr R's sofa took place by a technician under the policy. As I've explained, while H repudiated Mr R's claim, a repair was undertaken. This repair resolved the fault Mr R reported. The repair wouldn't have happened had Mr R not held his policy. I'm satisfied that Mr R hasn't incurred a direct cost in that repair. It was undertaken as a gesture of goodwill. I also bear in mind that Mr R's policy would have covered other claims he may have needed to make for accidental damage, staining or structural defects. I'm satisfied overall that Mr R has had the benefit of the policy he purchased. In such circumstances it would be unfair to ask Sofology to refund the premiums paid.

I mentioned in the background to this complaint that when resolving Mr R's complaint Sofology compensated him £50. It said this acknowledged that the report of the technician it sent to inspect the sofa didn't refer to discussions they'd both had during the inspection process. I've considered whether the compensation offered is fair and reasonable.

We don't punish businesses by awarding damages or compensation as this isn't our role. When deciding what potential compensation to award our service must take two things into account: financial loss as a result of any business error and non-financial loss, including inconvenience and upset.

Mr R hasn't provided evidence to show that he suffered financial loss as a result of what happened. His sofa was repaired without him incurring a cost. And he hasn't told our service he was impacted financially in any other way. So, I can't make an award for financial loss here.

Turning now to awards for non-financial loss there isn't a set formula that we use to calculate awards for errors. It's my role to consider what impact Sofology's actions had on Mr R and to decide, within guidelines set by our service, what an appropriate amount of compensation might be.

In thinking about the appropriate level of compensation here I've taken Sofology's shortcomings into account. I recognise that not having discussions with the technician referred to within their report would have been frustrating and upsetting to Mr R. But there's no evidence that this oversight affected the reliability of the technician's report or cast doubt on their opinion. This oversight therefore didn't impact the outcome of Mr R's claim.

Having thought about all of that, I'm satisfied £50 is a reasonable amount that fairly recognises the impact this all had on Mr R. It's consistent with our approach in similar scenarios and it's what I'd have directed Sofology pay if no recommendation had been made. So, I won't be requiring Sofology to increase the amount it's already offered to resolve this complaint.

For the reasons already outlined, I'm intending to uphold this complaint. But, as I'm satisfied the action already taken by Sofology is fair and reasonable, I'm not intending to direct that it take any further action here to resolve this complaint."

In my provisional decision I invited both parties to respond with any additional information they wanted me to consider before I made my final decision, which is our service's last word on the matter.

Sofology didn't respond to my provisional decision or provide any further submissions or evidence.

When Mr R responded that he agreed with my provisional findings that his policy had been mis-sold and that Sofology had misinformed him about the positioning requirements of the sofa he purchased in October 2021. However, he expressed disappointment with the way in which I intended to resolve his complaint having upheld it. He invited me to reconsider my provisional findings in this regard.

In summary Mr R submitted that the £50 goodwill payment that Sofology had already paid him related only to the shortcomings in the inspection of his sofa. He stated this sum was irrelevant to my findings that the policy had been mis-sold to him or that he had been misinformed regarding the positioning requirements of the sofa. He said this was clear from the final response correspondence that Sofology sent him about his complaint.

Mr R argued that our guidance supports a higher award of compensation in cases of prolonged inconvenience and repeated failings by a business, which he stated applied here. He stated his complaint had remained unresolved for almost 12 months, he'd had to chase Sofology repeatedly during that time and it had consistently denied its errors. He also stated he was without a functioning chair for approximately 6 months prior to its repair. And he referred to the efforts and distress of pursuing his complaint with Sofology and our service.

Mr R concluded his submissions by stating that compensation exceeding £100 should be awarded to reflect the fact that there had been multiple connected failures by Sofology over a sustained period.

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 mentioned that Sofology didn't respond to my provisional decision or provide any further submissions or evidence. It follows that I'm interpreting its silence as acceptance of the content of the provisional decision.

I've carefully considered submissions received from Mr R. But I'll explain why I'm not persuaded to depart from my provisional decision.

As I explained in my provisional decision, the crux of this complaint against Sofology relates to the advice Mr R said it provided him about how to position his chair and the way in which his policy was sold. For this reason, I confined my provisional findings to these two issues. However, I note from Mr R's written response to my provisional decision, he referred to his chair repair taking 6 months after the recliner motor broke. I explained in my provisional decision that the way in which Mr R's claim about his chair breaking was dealt with was considered and resolved under a separate complaint reference by another ombudsman who issued a final decision on that matter. So, I'm not going to comment on the length of time it took to repair Mr R's chair here.

I'll turn to Mr R's suggestion that I had considered the £50 goodwill payment that Sofology had already paid him, which related only to the shortcomings in the inspection of his sofa, as part of the remedy for mis-selling of the policy. And I respectfully refer Mr R back to my provisional decision where I stated:

"I mentioned in the background to this complaint that when resolving Mr R's complaint Sofology compensated him £50. It said this acknowledged that the report of the technician it sent to inspect the sofa didn't refer to discussions they'd both had during the inspection process. I've considered whether the compensation offered is fair and reasonable."

It's clear that, when I referred to the compensation of £50, I was considering whether this sum was fair and reasonable in the context of the issues associated with the furniture inspection. In my provisional decision I acknowledged that not having discussions with the technician that inspected the sofa would have been frustrating and upsetting to Mr R. I also went on to explain that there was no evidence that this oversight had affected the reliability of the technician's report or cast doubt on their opinion. I outlined why I was satisfied this oversight hadn't impacted the outcome of Mr R's claim. And I set out in clear terms why I was satisfied that £50 fairly recognised the impact this all had on Mr R. I remain persuaded about that and won't be requiring Sofology to increase the amount it's already offered to resolve this complaint.

Mr R has asked me to revisit my proposal not to award compensation in relation to the mis-selling of his policy as a result of him being misinformed about the positioning requirements for his chair. He's referred to compensation guidance issued by our service, of which I'm acutely aware.

I recognise that this complaint has been emotive for Mr R and taken some time to pursue through our service. However, as explained in my provisional decision, while the policy was mis-sold Mr R had the benefit of it. He was able to have his chair inspected and repaired under the policy. This wouldn't have happened had he not taken out the policy. He also had the benefit of cover under the policy for accidental damage, staining and structural defects had he needed to claim. I remain satisfied that it would be unfair to ask Sofology to return

the premium Mr R paid bearing in mind he benefited from the policy as outlined. And I don't consider an award of compensation to be appropriate, fair or reasonable where a consumer has had the full benefit of the policy even if it was mis-sold to them.

Putting things right

I recognise Mr R's strength of feeling about his complaint. But he hasn't presented any new arguments or evidence that persuades me I should depart from my provisional decision. For the reasons outlined I won't be directing Sofology to take any further action to resolve Mr R's complaint.

My final decision

My final decision is that I uphold this complaint. But, for the reasons outlined, I'm not directing Sofology Limited take any further action to resolve Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 6 January 2026.

Julie Mitchell
Ombudsman