

The complaint

Mrs R has complained about damage to her furniture which she says hasn't been properly repaired by agents appointed by the insurer Acasta European Insurance Company Limited.

Mrs R claimed under a five year warranty policy she purchased in 2019 when she bought a three piece sofa. The policy provides cover in the event of accidental damage, including pet damage and structural defects.

All reference to the insurer Acasta in my decision includes its agents.

What happened

In September 2021 Mrs R made a claim to Acasta for peeling damage caused by pet scratching and stain damage to one of the sofas in the suite. An agent attended and carried out a repair.

There were a number of subsequent visits to carry out reinstatement repairs to the suite until in March 2022 Mrs R raised a complaint. Mrs R said a colouring used by an agent to repair the suite had shown discolour, didn't match and caused peeling. Mrs R said during one of the visits, an agent failed to identify new damage she'd raised, and an agent had caused further damage to the back of one of the sofas.

In May 2022 Acasta upheld Mrs R's complaint in part. It asked Mrs R to arrange an appointment for an agent to consider the new damage to the three seater sofa. It said Mrs R said she would live with the damage on the two seater sofa, which Acasta said was new and not related to the original claim.

It didn't uphold Mrs R's complaint that an agent had caused damage to the back of the three seater sofa. And it said that discolouration will occur over time due to wear and tear. However, it said usually two or three visits may be necessary to carry out a repair. But in this case, it accepted there had been far more. So it paid Mrs R £40 compensation for the inconvenience caused.

Mrs R remained unhappy and asked us to look at her complaint. Our Investigator found that the damage Mrs R complained about appeared to be showing shortly after each repair. She explained that this service expects repairs carried out by an insurer to be effective and long lasting. Given the chronology, the Investigator found it more likely that the repairs hadn't been effective and this was the reason for subsequent visits and repair attempts. She wasn't persuaded by Acasta that the damage was new - as a result of wear and tear.

In September 2022 the Investigator recommended Acasta should replace the damaged items or pay a cash settlement in line with the remaining terms and conditions of the policy. She also recommended Acasta increase the compensation it pays Mrs R by £60, making it a total of £100 for the inconvenience caused.

The Investigator provided Acasta with a copy of the photos provided by Mrs R of the sofa suite.

Both parties replied to the Investigator's view.

Acasta didn't agree. It says photos the Investigator relied on which had been provided by Mrs R hadn't been reviewed by an expert. It says the same excessive wear and tear that caused the initial damage has been causing repairs to fail. It says it based this decision on expert opinion that hasn't been disproved. Acasta says one of the areas reported as a failed repair was not in fact repaired.

Mrs R reiterated that each time a repair was carried out, the sofa(s) became discoloured and started to peel a short time later. She doesn't agree the damage was caused by new wear and tear.

So the case has been passed 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 don't intend to repeat the timeline in the same level of detail in my decision as Acasta set out in its reply to Mrs R's complaint in April 2022. But I can assure both parties I've reviewed all of the information and I will refer to the salient points.

There isn't a dispute as to the number of visits that have taken place to carry out repairs to Mrs R's sofa suite. There have been subsequent visits in October, November, December 2021, March and May 2022. The first set of repairs involved applying a colouring solution to the two seater sofa. Since then, Mrs R has reported discolouration and peeling to both sofas and has been very unhappy with the standard of repairs.

Mrs R's policy says it will provide cover for her furniture as follows:

“Leather: Accidental damage (including staining) resulting in a:

• Rip or tear • Burn • Scratch • Puncture • Scuff • Staining from any substance”

It provides accidental damage caused by pet damage to one claim under the policy.

From what I've seen, I don't think Acasta has shown that the damage Mrs R is unhappy about hasn't been caused by the standard of the initial and reinstatement repairs. I don't think Acasta has shown the damage was caused by new wear and tear. Acasta accepted the original claim - and so it cannot now say the original cause of damage was wear and tear which is excluded under the policy. The Investigator provided the photos from Mrs R to Acasta and gave it the opportunity to review and provide further comment.

As the Investigator explained, it's for an insurer to carry out effective and long lasting repairs. It's clear from the timeline that repeated attempts to repair the original damage hasn't been successful. And it's accepted that an agent attempted to carry out repairs to the three seater sofa which has also caused discolouration within a short period of time after.

So I'm upholding this complaint. I agree with the Investigator's recommendations to put things right as a fair outcome as set out below.

My final decision

My final decision is that I uphold this complaint. I require Acasta European Insurance Company Limited to do the following:

- settle Mrs R's claim in line with the terms of the policy where a cleaning repair has been unsuccessful.

- Increase the compensation it pays Mrs R from £40 (if it hasn't already paid it) to £100 in total for the distress and inconvenience caused.

Acasta European Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mrs R 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.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 2 November 2022.

Geraldine Newbold
Ombudsman