

## The complaint

Mr C complains that Fortegra Europe Insurance Company Ltd declined a claim for stained sofa cushions under his furniture protection plan.

Fortegra uses a third party company to administer these plans and handle claims, and most of Mr C's correspondence has been with this company rather than directly with Fortegra. For the avoidance of doubt, any reference to Fortegra includes its agents, including the claims handling company.

## What happened

Mr C bought a new sofa in August 2021. At the same time, he bought a furniture protection policy, underwritten by Fortegra. In August 2022, he made a claim under the policy. He said children had spilled liquid over the sofa and drawn on it with a pen.

Initially, Fortegra sent Mr C a cleaning product to try to remove the stain. When this didn't work it arranged for one of its technicians to visit Mr C's home. The technician inspected the cushions but left without cleaning them. Fortegra said, in summary:

- Mr C's policy was for "*sudden and accidental*" damage that occurs in a single incident.
- Its technician reported that the staining was "*consistent with a build up over time*".
- The staining on Mr C's sofa didn't happen in a single incident so his policy didn't cover this.

Mr C didn't accept this and brought his complaint to us. He wants Fortegra to cover the cost of cleaning his sofa cushions.

Our investigator recommended that Mr C's complaint should be upheld. She didn't think Fortegra had shown that the stains weren't covered by Mr C's policy and thought its decision to decline the claim was unfair. She thought it should settle Mr C's claim. Fortegra disagreed with this, so the case was passed to me 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.

Mr C's policy covers him for "*individual incidents of accidental staining and accidental damage*". But, like all policies, it has exclusions and limitations to the cover provided. Fortegra said its technician found "*clear evidence of stains on top of stains... clearly this is a build up.*" He also said most of the stains were from detergent, identifiable by "*yellow ring marks*".

I've studied the photos of the sofa very carefully. I can't see any yellow ring marks. I can only see what appear to be liquid stains in two places on the sofa cushion, as well as two smaller stains made by blue/green marker pen. That's consistent with Mr C's original claim form.

While I can understand why Fortegra might doubt that separate stains happened at the same time, I don't think it's impossible. I think Mr C's explanation of how the stains happened is credible.

The claim form also says Mr C tried to clean the spill with a wipe. I think it's entirely natural that Mr C would try to clean the spill before thinking about making a claim. Having done so, I don't see any reason for him to use anything other than the cleaning product Fortegra sent to him. So I don't see how the stains might have been caused by detergent.

I also note that Mr C had a previous claim which Fortegra settled. This means Mr C was familiar with the claims process. I think he's unlikely to have allowed the staining to worsen or done anything to jeopardise his cover.

I accept that the technician said he found "*stains on top of stains*". But Mr C was clear from the start that there were multiple stains caused at the same time by toddlers spilling liquid and drawing on the sofa cushions. The technician didn't inspect the damage until more than two weeks later. The stains would have dried by then so I think it's possible this might look like longer term damage.

This was a one-year-old sofa and Mr C had cover for accidental staining. He'd previously made a claim on the policy that had been accepted. I think it's unlikely that he would have allowed stains to build up before making another claim and Fortegra hasn't explained why its technician thought the stains happened at different times. In the circumstances, I don't think Fortegra has done enough to show why the stains should be excluded from cover. I think it should settle Mr C's claim in line with the remaining policy terms.

### **My final decision**

My final decision is that I uphold the complaint and require Fortegra Europe Insurance Company Ltd to settle the claim in line with the policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 March 2023.

Simon Begley

**Ombudsman**