

The complaint

Mr S complained that his claim for accidental damage to his sofa was unfairly declined by UK General Insurance Limited (“UKGI”) under his furniture protection plan and he thought the level of customer service was poor.

What happened

Mr S made a claim when he accidentally tripped and fell onto his sofa. His fall caused the top bar across the back of the sofa to break.

On reviewing the claim, UKGI decided to decline it as the circumstances weren’t covered by the policy. It said accidental damage was covered – but not for accidents causing structural damage. Mr S said this was unfair as his policy was for “*accidental and structural protection*”.

Mr S was also unhappy with the delays with his claim, and he said UKGI didn’t engage with him on his complaint. He said he sent them numerous bits of correspondence which weren’t replied to. Mr S wants his sofa repaired, his premium refunded and compensation.

Our investigator decided not to uphold the complaint. He thought UKGI had declined the claim in line with the terms and conditions of the policy. He didn’t think UKGI had done anything wrong. He said he couldn’t consider the poor service as he said this was outside of our service’s jurisdiction. Mr S disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 31 March 2023. I said:

“The cause of the damage is unchallenged – it happened during an accidental fall. I also think it’s clear what part of the sofa was damaged – the top bar of the sofa.

UKGI didn’t accept the claim as it said it wasn’t covered by the terms and conditions – it has explained to Mr S the policy wording where accidents are covered on fabric / leather furniture, caused by “rips, tears, burns, scuffs, scratches and punctures”. However, as Mr S’ circumstances fell outside of this it declined the claim.

Mr S also thought the policy should cover him under the “structural defects” clause. UKGI explained this section is solely for structural defects and not because of damage caused by an accident. Mr S thinks this is unreasonable as the clause includes “defects to frames caused by breakage or becoming warped”.

Unfortunately, I’m going to disappoint Mr S as I don’t think the policy does cover him for the circumstances he set out when he made his claim. I understand Mr S bought a policy that was called “UPHOLSTERY FABRIC STAINS, ACCIDENTAL DAMAGE & STRUCTURE” on the insurance certificate. So, I can see why he may have thought he was covered for accidental damage to the structure of his sofa. However, I can see the certificate is clear that Mr S is indemnified in accordance with the terms and conditions.

I don’t think Mr S’ circumstances have met the terms of the policy. A “defect” is an

imperfection in the sofa – it isn't accidental damage. I appreciate Mr S thinks the sofa is defective as it broke. However, I don't agree. A sofa is designed for sitting on and not for falling on. I haven't seen any evidence to show the sofa doesn't meet its purpose.

I think the policy is clear in its intention that accidental damage is covered where the fabric of the sofa is damaged. The main purpose of the policy is to cover rips or stains (e.g., where someone has spilt something or maybe left something sharp on the sofa causing a tear). Therefore, I think UKGI have been fair in declining the claim, as I don't think the claim is covered by the policy. So, I don't uphold this aspect of the complaint.

I appreciate Mr S was disappointed UKGI didn't inspect the sofa, but I don't think it needed to. I think it was supplied with the necessary information to be able to decide the claim without inspecting the damage.

Mr S also complained about the customer service he received. He initially raised a complaint in March, but it was August before he received a final response. I can see Mr S sent several emails to UKGI trying to raise his concerns and he's felt that UKGI hasn't responded. UKGI said emails received from Mr S were blank and it thought Mr S hadn't received some of its own replies. UKGI said "I cannot comment on any technical issues surrounding your email account".

I don't think UKGI have been reasonable in dealing with the complaint. It's not totally clear what has caused the problem with the communication between the parties. But I do feel that UKGI have brushed it under the carpet. I think UKGI could've issued a final response earlier or telephoned Mr S if emails it received from him were blank.

For the avoidance of doubt, I don't think better communication would've changed the outcome of this claim. However, I do think UKGI's failing has drawn out this process for Mr S and wasted his time. So, I uphold this part of the complaint. For the distress and inconvenience caused, I intend to award £100 in compensation".

Responses to my provisional decision

UKGI agreed with my provisional decision and accepted it. It didn't have anything further to add.

Mr S didn't respond to my provisional 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.

As no new information has been provided, I see no reason to change my provisional decision.

My final decision

My final decision is I uphold this complaint. I require UK General Insurance Limited pay Mr S:

- £100 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 May 2023.

Pete Averill
Ombudsman