

The complaint

Complaint Mr B complains about the Helvetia Global Solutions Ltd handled a claim he made for a damaged sofa under his furniture insurance policy.

What happened

In late 2022, Mr B made a claim on his policy, he said his leather sofa had been stained by a spillage. Helvetia accepted the claim and an attempt was made to clean the leather, when that was unsuccessful, it arranged for the stained parts of the sofa, including some sofa cushions to be replaced. After some delay, this was done. Mr B complained as he wasn't happy about the repair, he said the replacement leather didn't match and he wanted all of the cushion covers to be replaced with the new leather.

Helvetia said the leather was from the same batch, so it didn't agree to do further work on the sofa.

Unhappy with its response, Mr B brought the complaint to our service. When responding to this service, Helvetia accepted there was an issue with the first repair booked in, and that meant there was a delay with the work being carried out. So it offered £50 for the inconvenience caused to Mr B.

Our investigator didn't think Helvetia needed to do any further work to the sofa. He said the terms made clear that the colour, shade and appearance of leather is likely to change over time. He was satisfied Helvetia had carried out a reasonable repair based on the policy terms. He accepted it had taken several months for the replacement leather to come from overseas but thought that was outside of Helvetia's control. He thought £50 was reasonable for the inconvenience caused by Helvetia cancelling the first appointment to replace the leather at short notice.

Mr B didn't accept that. He said the technician had caused more damage to the sofa by using the wrong cleaning products on it. He also said the sample of leather taken was from under the arm of the chair, so it wasn't a match for the sofa cushions. He said he'd spent around £5,000 on the sofa and was sold the insurance due to the nature of the product, so he feels he might have been mis-sold or misled about this. He said the situation had been very distressing.

As Mr B didn't agree, the matter has come 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.

Under 'how we will settle claims' Mr B's policy says "*valid claims will be settled by cleaning or repairing the damaged product. If the product can't be cleaned or repaired, we will provide a replacement of an alternative settlement*". So I've considered whether Helvetia has acted in line with these terms.

Helvetia did try and carry out a clean first, but this didn't resolve the issue. Mr B says the technician admitted he didn't have the right cleaning products when he attended to do a clean. He said this caused damage to the sofa. Helvetia dispute this claim and said this type

of leather is difficult to clean, but not impossible. It said the technician wouldn't have known whether a clean would work until he attempted it.

I don't think I need to make a finding on whether the clean was done properly or not. Because I don't think it matters to the outcome here. Had the technician thought it couldn't be cleaned, then a repair would have been offered straight away, which is what Helvetia offered after the attempted clean. There is no suggestion from Mr B that the technician damaged parts of the sofa that weren't affected by the spillage, so I don't consider he's in a worse position from the cleaning being attempted. And I haven't seen any evidence that a clean would have been successful with any other products used.

Mr B says he was told when he took out the policy that, given the nature of the leather, if one part was damaged all of the leather would need to be replaced to ensure a match. But the policy makes clear that a repair will be attempted even on leather products. It doesn't say it will replace undamaged items where a repair can be carried out. It also says it may offer a cash settlement in lieu of repairs, which will be the value of the repairs. Helvetia said this would be around £600, this wasn't accepted by Mr B so new leather parts were ordered.

The terms of Mr B's policy also say where the product is leather, it is noted that the appearance of leather can change over time, given the nature of the product. The policy says *"in the event new parts are required, we will supply them based on the original appearance of your product."* In this case, Helvetia took a sample of the leather from the sofa to get the best colour match for the replacement. It also took the batch number from the sofa to request the same material. So I'm satisfied it's supplied parts based on the original appearance of the product.

Mr B says because the leather was taken from under the arm of the sofa, and not the cushion, it is a different shade and style. I've reviewed all of the photographs from Mr B and Helvetia. From these, it is difficult to see any difference between the grains and colours of the new sofa cushions and the old ones. But I accept that to Mr B, being more familiar with the sofa, any differences will be more noticeable. However, I have to decide whether any differences in the appearance of the leather means Helvetia has failed to meet its obligations under the policy. And having considered everything, I think it has done enough to supply new parts based on the original appearance of the product.

I understand it's been a distressing time for Mr B in having his new sofa damaged, but I can't award compensation for this unless I'm satisfied Helvetia has failed to carry out a reasonable repair.

There was an appointment booked for the sofa to be repaired which then didn't take place, it seems the technician injured his hand. It was then about another two months before another suitable appointment could be arranged. I appreciate that's inconvenient, but in offering £50 I think Helvetia's made a reasonable offer to compensate for that inconvenience.

Mr B has raised various comments about what he was told when he was sold the insurance, but I can't consider those against Helvetia, as it didn't sell the policy to Mr B. If he has concerns about the sale of the policy those need to be directed to whoever he bought the insurance from.

My final decision

My final decision is that I'm not going to ask Helvetia Global Solutions do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 November 2023.

Michelle Henderson
Ombudsman