

## The complaint

Miss I complains about Gresham Insurance Company Limited's (Gresham) decision to decline a claim made under her home insurance policy.

Any references to Gresham include its agents.

## What happened

Miss I made a claim under her policy. She says her sofa sustained damage when her children jumped on it. Gresham sent out an inspector, who said the damage didn't look consistent with a one-off event. The claim was declined.

Unhappy with this, Miss I complained. She said the damage worsened between the claim being reported and the sofa being inspected. Gresham considered Miss I's complaint but didn't change the outcome reached on her claim, maintaining their position the damage was not covered, suggesting it had occurred over time and relying on the wear and tear exclusion.

Miss I asked us to look into what happened. Our investigator said while Gresham declined the claim on the basis the damage had occurred over time, she didn't consider it had adequately explained what of the damage shown in the photographs provided had occurred over time. She also said Gresham hadn't been able to identify where in the policy terms it said damage needed to be caused by a one-off incident (as set out in the final response letter). On this basis, our investigator said Gresham should tell Miss I which parts of the sofa were damaged as a result of wear and tear and settle the rest of the claim in line with the remaining policy terms. Gresham didn't agree.

On 10 January 2024, I issued a provisional decision. For ease, I've copied my findings below:

*"It's not in dispute there's damage to the sofa. In order for me to decide Gresham acted fairly, I need to be persuaded the initial cause of the damage was not as a result of an insured event. So, I've started by considering the definitions and exclusions Gresham has relied on to decline Miss I's claim. The wear and tear exclusion Gresham is looking to rely on is:*

*"What is not covered?*

- Wear and tear*

*By this we mean damage which happens naturally and predictable as a result of normal use or ageing"*

*Gresham maintains the damage to the sofa has occurred over time, and therefore relying on the wear and tear exclusion outlined above to decline the claim. Whereas Miss I says the main damage occurred during a one-off incident in which her children jumped on the sofa, and then further damage developed during the time it took for the inspection to be carried out.*

*Gresham has now provided a much more detailed explanation of the photographs that*

*accompanied the reports it sent. They've set out how the damage identified in the reports is shown in the photographs to run along the length of the sofa, which they believe supports the conclusion the damage occurred over time rather than the sole cause being Miss I's children jumping on the sofa.*

*I've reviewed the images and the report and considered these against the letters Gresham sent to Miss I. Having done so, I'm persuaded the photographs do show damage along the entire length of the sofa. It appears the base units have collapsed, as identified in the report. At one end of the sofa, the springs are exposed whilst, at the other end, it appears the base of the sofa is coming away from the arm. There is also a photograph which supports the finding in the report that a spring at the back of the sofa has been damaged. I don't dispute what Miss I says about further damage occurring between her notifying Gresham and the inspection being carried out.*

*In the face of conflicting accounts of how the damage was caused, I need to decide which version of events I find more persuasive. And, on balance, I find myself more persuaded by Gresham's conclusions. These being given the damage seems to stretch along the length of the sofa, suggesting the cause of the damage was more consistent with something that's developed over time, rather than focused in one area as you might expect to see if the damage had been caused by her children jumping on her where she sat on the sofa. And for this reason, while I'm sorry to disappoint Miss I, I'm not intending to require Gresham to take any further action in respect of Miss I's claim."*

Gresham didn't respond to the provisional decision. Miss I did. She said that one of her children wears a larger dress size for her age and should be considered. Miss I also reiterated further damage occurred during the time it took for the inspection to take place.

### **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.

In the first instance, I think it's helpful for me to clarify I don't dispute what Miss I says in terms of further damage occurring between the time the claim being reported and the inspection taking place. She says this is the only place for the family to sit, so I can see how further damage might have occurred. I note the timeframe between the claim being notified and the inspection taking place was just over three weeks.

However, it remains the key thing for me to decide is if I think Gresham has acted fairly in declining the claim for the initial damage on the basis the damage occurred over time.

I've reviewed the images and report and considered these against the account of the damage reported. The expert report says the damage reported was cushions sinking into the base, a potentially cracked support beam and a spring that supports the back being broken.

Having considered all of this, I'm persuaded the photographs show damage along the entire length of the sofa. The photos still show the base units appears to have collapsed, as identified in the report. At one end of the sofa, the springs are exposed whilst, at the other end, it appears the base of the sofa is coming away from the arm. There is also a photograph which supports the finding in the report a spring at the back of the sofa has been damaged.

As I said in my provisional decision, there are conflicting accounts of how the damage was caused. Miss I says it occurred when her children jumped on the sofa whereas Gresham says it occurred over time. I need to decide which version of events I find more persuasive.

It's the fact there's damage identified in so many different locations which leads me to be more persuaded by the account put forward by Gresham, in that I agree it is more likely the damage occurred over time. I'm persuaded Gresham has fairly relied on the wear and tear exclusion, and as a result I'm not going to require it to take any further action in respect of Miss I's claim.

### **My final decision**

My final decision is that I don't uphold Miss I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 29 February 2024.

Emma Hawkins

**Ombudsman**