

The complaint

Mr B complains that Great Lakes Insurance SE (Great Lakes) declined a claim made under his furniture warranty.

What happened

Mr B has an extended warranty, underwritten by Great Lakes, for a table and chairs he purchased. Amongst other things, the policy provides cover for structural defects and certain types of damage.

In July 2023 Mr B made a claim to Great Lakes. He reported that he'd noticed scratches on the table, and he said he thought the scratches had been caused by the slate place mats that he uses, or it could be peeling of the wood surface.

Great Lakes arranged for an inspection to be carried out. The repair specialist concluded that the damage had occurred over time and was likely due to the table being left wet, causing ingress of liquid, and resultant damage. Great Lakes subsequently declined the claim as they said gradual damage was excluded, and because claims needed to be made within seven days of the damage occurring, but the damage present was longstanding.

Mr B didn't agree and complained to Great Lakes. A second inspection by a different repair specialist was arranged. However, they reached the same conclusions as the first repair specialist, so Great Lakes maintained the claim decision.

As Mr B was unhappy with Great Lakes' position, he approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said he thought Great Lakes' repair specialist reached a reasonable conclusion on the cause of damage, and he said the claim had been declined fairly and in line with the policy terms.

Mr B didn't agree so the case was passed to me for 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr B, I've reached the same outcome as our investigator.

Mr B's policy covers, amongst other things:

"Stains & accidental damage to cabinet furniture which is sudden and accidental resulting from;

- *Water, liquid or heat marks from items in normal household use;*
- *Breakage, dents, chips, scratches; or*

...

Structural defects to cabinet furniture following the expiry of the manufacturers warranty caused by;

...

- *Peeling of the finish on solid wood;"*

But the policy also has the following exclusion:

"What is Not Covered

We will not pay the claims costs arising from:

...

3. Stains & damage that is consistent with wear and tear or anything that happens gradually"

And the policy has the following claim procedure requirement:

"In order to make a claim you must notify the service provider as soon as possible after the incident, and in any event no later than 7 working days after the occurrence. Any delay in notification may result in permanent damage and will invalidate your claim."

Great Lakes arranged inspections by two different repair specialists. They both reached the same conclusion on the likely cause of damage. In summary, they concluded that it looked like the table surface had been left wet, which had caused ingress of liquid, which then caused the lacquer to fail resulting in the colour and coating coming off. And they said this looked to have been present for some time and would have happened gradually.

Great Lakes therefore declined the claim based on the conclusion that damage had been caused gradually, which is excluded, and because it wasn't reported within seven days of when it likely occurred.

The Financial Ombudsman Service isn't a technical expert in furniture manufacturing and/or repairs. Great Lakes appointed two different repair agents to carry out an inspection, and they will be familiar and specialists in this field. For me to say they both reached an incorrect conclusion, I'd need compelling evidence to support that they were incorrect, and that the damage was caused by another means, which is covered by the policy.

However, both specialists reached the same conclusion on the cause of damage, and the images taken of the furniture at the time appear to support their conclusions. And given their expertise in furniture repairs, and in the absence of any other technical expert's opinion on a different cause of damage, I'm unable to reasonably conclude that they've reached an incorrect diagnosis or conclusion.

As I'm persuaded, based on the evidence available, that Great Lakes reached a reasonable conclusion, and the policy excludes damage that occurred gradually, I don't think Great Lakes has acted unfairly by declining Mr B's claim.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 28 May 2024.

Callum Milne
Ombudsman