

The complaint

Mr F complains about how Helvetia Global Solutions Ltd (Helvetia) settled his claim on a furniture warranty.

Helvetia used a third party company to handle Mr F's claim, and most of his communication has been with this company. For the avoidance of doubt, any reference to Helvetia includes its agents, including the claims handling company.

Mr F is represented in this complaint by his partner but, for simplicity, I'll just refer to Mr F in my decision.

What happened

Mr F bought two matching items of furniture in April 2021. At the same time, he bought a five-year warranty – underwritten by Helvetia – to cover accidental damage to these items.

In April 2023, Mr F made a claim on the policy. He said his pet had damaged the fabric on both items of furniture. Helvetia sent a technician to inspect the furniture and assess Mr F's claim.

Helvetia initially told Mr F that, based on its technician's findings, the damage wasn't covered by his policy and declined the claim. After Mr F complained about this, it agreed to repair the damage to one item of furniture. Mr F didn't accept this and brought his complaint to this service. He says Helvetia didn't provide any evidence to support its decision not to settle the claim in full. He wants it to pay for repairs to both items.

Our investigator didn't recommend that the complaint should be upheld. He was satisfied that Helvetia's decision not to accept the claim in full was in line with the policy terms, and its offer to repair some of the damage was reasonable. Mr F disagreed, 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.

In summary:

- Mr F's policy covers accidental damage to his furniture that occurs suddenly and unintentionally. The policy specifically excludes damage caused over time.
- Sections 4 and 5 of the policy terms are clear that a single incident of accidental damage by a pet is covered, but more than one incident isn't.
- The expert opinion of Helvetia's technician is that the pet scratches were likely to have built up over time. Photos included in his report support this conclusion. They show multiple scratches across both items. In the absence of any conflicting evidence, it would be unreasonable for me to ignore this.
- On balance, I think it's reasonable to conclude the damage occurred over time rather

than because of a single event.

This means I think Helvetia's position that this wasn't a single incident is reasonable. I also think, in the end, Helvetia acted fairly when it agreed to repair damage caused by the first incident. As neither party knew which of the two pieces of furniture was damaged first, Helvetia asked Mr F to choose which item to repair. Again, I think this was fair. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint because I think the settlement offer was fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 July 2024.

Simon Begley
Ombudsman