

The complaint

Mr A complains about Helvetia Global Solutions Ltd (“Helvetia”) for declining his claim for repair to his sofa. He wants Helvetia to complete a repair.

What happened

Mr A bought a sofa in mid-2021, At the point of sale he also bought an extended warranty insurance for 5 years.

The insurance covered accidental damage to the sofa. The policy wording detailed what it considered as accidental damage to leather sofas as “*Accidental damage (including staining) resulting in a:*

- *Rip or tear*
- *Puncture*
- *Burn*
- *Scuff*
- *Scratch*
- *Staining from any substance”*

It then went on:

“please note that this policy provided cover for specific accidental events and stains and is not a general cleaning or maintenance contract. As such, cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time or is from normal everyday use.”

Mr A has previously made claims under the policy which have succeeded, and repairs have previously been carried out. These included where children’s toys caused scrapes to the surface of the sofa.

In January 2024, Mr A submitted a claim to Helvetia. He explained that his child was putting on shoes whilst sat on the sofa and the back of the shoe scraped the surface of the sofa, removing the top layer of the leather.

Helvetia sent a technician to Mr A’s home around a week later.

The technician took photographs of the sofa and the area of lost colour and did not consider that this was an example of accidental damage, but instead thought it was wear and tear.

The technician prepared a report for Helvetia and Helvetia then sent a letter to Mr A several days later confirming its decision to decline the claim.

Mr A complained to Helvetia, and it sent him its final response letter in late February 2024, maintaining its decision to decline.

Mr A was not happy and contacted us.

Our investigator looked into this matter and did not recommend that the complaint be upheld. He noted that the technician's report had taken photographs of the area of damage and of other areas of similar damage which were due to normal wear of the cushions. He therefore thought that the technician's assessment that the loss of colour was the same as in the areas of wear and tear was a reasonable conclusion.

Mr A did not accept that view and asked for a review.

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.

I appreciate Mr A's upset here as the product appears to have worked differently for him on this occasion than it has done previously, and this must be confusing. I also note that he does not feel that the technician was at his home for long enough, so he does not think that the damage was properly considered.

I understand his view, but I do not agree and consequently I do not uphold his complaint.

I have reviewed the technician's report and the photographs, and the technician has compared the area of loss of colour to the edges of the cushions where friction during normal use has similarly removed the colour.

The technician, having seen and photographed the area from close up, felt that this was the same type of colour loss and that it did not appear to be an unusual scratch or scuff, but the damage was instead consistent with normal everyday use and wear and tear which is not covered under the policy. This is the technician's area of expertise and as my colleague explained we will usually put significant weight on an expert view. Looking at the evidence I do not think that was an unreasonable conclusion, and it appears that some colour loss in areas of higher friction will be usual for that type of sofa.

Mr A feels that the technician was biased against carrying out a repair due to time constraints or due to working for the business. I do not think this is supported by the evidence and I note that it would not take a long visit to reach the conclusion that the damage is of the same type as wear and tear and is not covered. I do not think that I can draw any inference from the length of visit and the resulting report is adequately detailed.

As a result, whilst I appreciate that this will be disappointing to Mr A, I do not uphold his complaint and I do not ask Helvetia to do anything further.

My final decision

For the reasons set out above, I do not uphold Mr A's complaint and do not ask Helvetia Global Solutions Ltd to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 21 November 2024.

Laura Garvin-Smith
Ombudsman