

The complaint

Mr W has complained that Fortegra Europe Insurance Company Ltd (Fortegra) unfairly declined a claim under a furniture warranty.

I'm aware Mr W is represented on this case but, for ease, I've only referred to him because he's the policyholder.

What happened

Mr W contacted Fortegra to make a claim for damage to his sofa headrest. A technician visited and carried out a test on the sofa. This identified that the damage was due to head oils. Fortegra declined the claim because it said this wasn't covered by the policy.

Mr W complained. When Fortegra replied, it maintained its decision to decline the claim. Based on the technician test, it believed the damage occurred over time, which wasn't accidental damage and wasn't covered by the policy.

So, Mr W complained to this Service. Our Investigator upheld the complaint. She said it was fair that the damage wasn't dealt with under the accidental damage part of the policy. However, there was a defect clause in the policy. She said, given the age of the sofa, it was more likely than not that there was a structural defect with the sofa. She said Fortegra should reconsider the claim and pay Mr W £100 compensation.

Fortegra didn't agree there was evidence of a sofa defect or that it should settle the claim on that basis. So, the complaint was referred to me.

I issued my provisional decision on 23 October 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

The policy documents said it covered: "Any accidental staining and accidental damage: this means any stain or damage suffered as a result of a sudden and unintentional incident".

The policy also said there was an exclusion for:

"Deterioration of the product's appearance through normal use or general soiling, including but not limited to wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest or dye transfer over an extended period of time."

The technician carried out a test on the sofa which indicated there was natural head oil on the sofa and that:

"This does not show any sudden incident of accidental damage. The area affected is displaying a breakdown of the top surface application as a result of absorption of natural head oils which have gradually disturbed the sealant over a period of time."

I think it was reasonable for Fortegra to rely on the technician's findings. I also think it was fair for Fortegra to decline the claim on the basis that the damage wasn't the result of accidental damage. The damage wasn't the result of a sudden incident.

I've also thought about whether any other part of the policy applied to this claim. I'm aware the sofa was just over two years old and that the damage was initially the size of a golf ball. This then grew to the size of a football. Mr W didn't think a sofa of this age should have become damaged in that way.

Part of the policy said it covered:

"Years 3-5, from the end date of the 2-year manufacturer or [retailer] guarantee: broken zips, broken or breaking stitching, seams splitting, broken buttons, peeling or cracking of leather as a result of a defect, separation of layers in synthetic fabric."

Although I can understand Mr W is concerned that the headrest peeled, I haven't seen evidence to show there was a defect with the sofa or the leather, including what the defect was. So, I don't think I can fairly say the damage should be dealt with under this part of the policy.

So, based on everything I've currently seen, I think it was fair for Fortegra to decline the claim. As a result, I don't currently intend to uphold this complaint or to require Fortegra to do anything further in relation to it.

I asked both parties to send me any more information or evidence they wanted me to look at by 6 November 2024.

Fortegra replied and confirmed it had nothing further to add. Mr W replied and, in summary, said:

- He was disappointed with the outcome. The size of the leather peeling was increasing and was also now on the other side of the sofa. The sofa needs to be replaced.
- Given the cost of the sofa, it was unacceptable that it needs replacing every three years.
- The correct cleaning product had been purchased and used on the sofa.
- Every sofa that was regularly used would have hair oil on it. This shouldn't cause irreparable damage to it.
- He had already complained to the sofa retailer and had been told to contact Fortegra. He questioned whether I was saying that if the first contact with the retailer was within the two-year manufacturer guarantee that the retailer would be liable.
- He understood that this wasn't accidental damage and that I don't think Fortegra is liable under the warranty, but he asked whether the retailer should then be liable.

Mr W also provided some photos.

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, I don't uphold this complaint and for the reasons given in my provisional decision.

Although I understand the points Mr W raised, I still don't have evidence that there was a defect with the sofa or what that defect was. I'm also unable to comment on whether the retailer is liable and about the two-year manufacturer guarantee. I can only look at whether Fortegra acted fairly based on the policy terms and conditions that form part of this complaint. So, I'm unable to answer his questions. Based on what I've seen, I remain of the view that Fortegra doesn't need to do anything further in response to this complaint.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

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

Louise O'Sullivan
Ombudsman