

The complaint

Mr G complains about how Fortegra Europe Insurance Company Ltd dealt with and settled his claim he made for damage to his furniture.

What happened

In 2020, Mr G purchased reclining sofas from a company, which I'll refer to here as "D". At the time of Mr G's purchase he also bought furniture protection plan insurance, which is underwritten by Fortegra. This policy of insurance covered Mr G's sofas against accidental damage and staining.

Mr G's sofa was delivered on 29 September 2020 and his policy with Fortegra commenced at that time. However, in February 2022, Mr G said one of his sofas was replaced by D under the warranty on a like for like basis because it had developed a fault with the electrics. His policy with Fortegra was transferred over to the new sofa.

In September 2023, Mr G notified Fortegra that he wanted to make a claim under his policy because his furniture had suffered damage. He said his sofa had been torn in around March 2023 and there was staining also, which had been caused in around June 2023. Mr G said he'd wanted to report the damage to Fortegra sooner but he'd encountered difficulties in reporting his claim because D hadn't provided him with a copy of the policy when purchasing his furniture.

On being made aware of the claim, Fortegra instructed a technician to attend Mr G's property to inspect the sofas and determine the cause of damage. This visit took place on 14 October 2023 and the technician reported to Fortegra that they'd observed staining to the sofa. They thought there was multiple types of stain present. So, they said the staining had occurred over a time and was consistent with general use since the sofa had been acquired.

During their visit to Mr G's home, the technician also observed a tear to the sofa. They stated this had been caused by the material thinning over time, which was consistent with gradual wear and tear.

Fortegra relied on the technician's opinion on the cause of the damage and repudiated Mr G's claim. It said accepted that Mr G had experienced difficulties in reporting his claim, which had led to a delay from June until September 2023. But it wasn't satisfied the damage observed had occurred between that period; it thought it had been caused over a longer period of time.

Fortegra informed Mr G that, because the damage to the sofa that was observed by the technician hadn't been caused by a single incident of accidental damage, it wouldn't be able to settle his claim in his favour by repairing or replacing his sofa as he wanted.

Mr G complained to Fortegra about its assessment of his claim. And when it responded to his complaint, on 20 December 2023, it didn't uphold his complaint about how it had settled his claim. It stated that his claim had been correctly declined in line with the policy terms. But it accepted Mr G had suffered delay in reporting his claim from June until September 2023

because he hadn't been provided with the policy documentation when purchasing the policy. And it offered to pay him £50 compensation for the trouble and upset this had caused.

Mr G was dissatisfied with how Fortegra had resolved his complaint and referred it to our service. Our investigator assessed the evidence provided and empathised with Mr G. But they didn't recommend upholding this complaint. They were satisfied the damage Mr G had reported to Fortegra hadn't occurred as a result of a single incident. So, they didn't think it had acted unfairly in assessing the damage to be gradually occurring. And they thought the policy terms had been applied reasonably in declining Mr G's claim. They were also persuaded the compensation offered for the delay and problems Mr G experienced in trying to report his claim was fair and reasonable. So, they didn't tell Fortegra to take any further action to resolve this complaint.

Fortegra accepted our investigator's view of this complaint, but Mr G didn't disagree and requested an ombudsman's decision. So, I've been asked to decide this complaint.

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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I must base my decision on the balance of probabilities. I've read and considered all the information provided by Mr G and Fortegra, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it in order to reach what I think is the right outcome.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

My role is to assess whether I think Fortegra made a mistake, or treated Mr G unfairly, such that it needs to now put things right. And, having thought carefully about everything he and Fortegra have said, I'm afraid to say that I don't think it did. I appreciate Mr G will be disappointed by this outcome. But I hope he can understand the reasons behind my decision.

The first part of this complaint is about whether Fortegra made an error in declining to settle Mr G's claim for staining to his sofa. So, I'll address that issue first.

There's no dispute here that damage occurred to Mr G's sofa. But there's a dispute between him and Fortegra about the cause of that damage and the correct outcome of this claim. I understand from Mr G that the tear to his sofa is his primary concern, which he wants our service to focus on. However, as the claim he reported to Fortegra was for staining it's proper for me to cover that aspect of his claim as well within this decision.

Mr G's policy covers the furniture he purchased from D for accidental damage and staining. However, *"damage that occurs naturally due to normal use and ageing"* is excluded under the policy. In order for a claim to be successful a policy holder must show that the damage or staining they're claiming for was caused accidentally. And here, accidental damage and staining is defined in the policy as a *"sudden and unintentional"* incident. So, it's a one-off event as opposed to an accumulation of issues.

Fortegra has declined Mr G's claim because it asserts the damage and staining reported has accumulated as a result of general wear and tear. It's clear that Mr G refutes this. He's stated that, if the damage and staining has accumulated, that's happened during the three months when he was struggling to report his claim to Fortegra.

I've seen photographs of Mr G's sofas, which show discolouration because of the presence of extensive and significant staining. Fortegra has shared the report its technician provided with our service. This report satisfied me that there were multiple stains from different sources on Mr G's sofa. I say this because excessive white bleach like stains were observed by the technician who inspected Mr G's sofa. These stains can be seen on different parts of the sofa and the technician states the stains were mixed with multiple stains upon stains that have built up over a period of time. This is consistent with the photographs I've seen.

Based on the evidence I've seen, it would be difficult to argue that the staining damage that was observed by Fortegra's technician was a "*sudden and unintentional spill*" caused by a single incident as is required by the policy for a claim under the accidental staining section to be successful. I'm persuaded it's likely the staining observed accumulated over a period of time. I acknowledge that Mr G said his sofa was only around 12 months old at the time he said it suffered the damage he reported. But I think the staining could have occurred within that time. So, I'm satisfied Fortegra has acted reasonably in stating the damage caused by staining had accumulated and been allowed to worsen over time.

I've mentioned that Mr G's policy contains an exclusion clause which addresses the scenario where there's accumulation damage reported. The policy explains in clear and unambiguous terms that "*an accumulation of multiple different stain types across multiple areas of the item*" are excluded under the policy. I'm satisfied this is consistent with other furniture protection plan insurance policies of this nature. And I think Mr G ought to have known from the policy wording that the staining the technician observed wouldn't be covered by his policy with Fortegra.

In the overall circumstances I'm persuaded Fortegra acted fairly in determining the staining Mr G reported to be an accumulation. So, I'm not persuaded Fortegra acted unfairly here in relying on this exclusion clause to decline Mr G's claim.

I'll turn now to the issue of whether Fortegra acted unfairly in declining to repair the tear on Mr G's sofa.

Mr G asserts that his pet caused the tear to his sofa seat cushion by jumping up onto the furniture. He told our investigator this occurred in March 2023. But Fortegra disputes this. It said when Mr G reported his claim in September, and during all discussions about the damage, he consistently stated the damage had "*happened two months ago*". So, it doesn't accept the damage here is older than July 2023. And Fortegra argues that the damage observed by its technician isn't consistent with a single incident of accidental damage.

In thinking about the likely date the tear damage occurred, I think Mr G's recollection of what had happened would have been better at the time he made his claim when events would have been more recent. It appears the date he says the damage happened has changed from July 2023, which he told Fortegra when reporting his claim, to March 2023, which he after he referred his complaint to our service. I'm persuaded the date Mr G told Fortegra is more reliable in the overall circumstances. So, I think the damage likely happened in July 2023 as was reported by Mr G when making his claim.

The photographs of the sofa that I've had sight of show that the centre decorative piping on the sofa has split open along the full width of the sofa and there's a split in the material

located on the front area of the left-hand facing seat cushion cover. The technician stated the rip wasn't a clean cut and appears to have worn thin. And they say the damage observed has been caused by the furniture wearing thin overtime.

Mr G has argued that, if the tear has worn thin or increased in size, this has happened as a result of the damage worsening during delay he experienced in reporting his claim. But he hasn't provided an independent opinion to rebut the technician's opinion here. And he hasn't provided photographs to our service that show the rip at the time the damage occurred. I'm sure Mr G will understand that, in the absence of rebuttal evidence, I'm unable to discredit or discount the technician's opinion on the cause of damage. And I'm not persuaded the damage would have worsened from July to September 2023 to the extent seen by the technician during their visit. So, I'm not persuaded that the damage observed here is consistent with a single incident of damage as the policy requires. It follows that I'm satisfied Fortegra acted fairly and in line with the policy terms in declining Mr G's claim here.

The final part of Mr G's complaint is about the problems he experienced in reporting his claim to Fortegra and the delay this cause.

I mentioned in the background to this complaint that when Mr G purchased his sofas from D, it didn't provide him with policy documentation, which meant he was unaware of how to report a claim under his policy. It seems accepted by both Mr G and Fortegra that this caused avoidable delay from June until September 2024 in the claim being reported. I'm satisfied this delay hasn't affected the outcome of Mr G's claim.

Within its final response to Mr G's complaint, Fortegra acknowledged the difficulties Mr G had experienced in reporting his claim and the delay he'd encountered. It offered to pay £50 in compensation to resolve this part of his complaint.

Having thought about the impact all this is bound to have had on Mr G, I'm satisfied that compensation of £50 is an amount that fairly reflects the trouble and upset he'd have been caused as a result of what happened. It's in line with awards our service has made in similar circumstances and it's what I would have suggested had no offer been made. So, I'm not going to require Fortegra to increase the compensation it offered Mr G.

For the reasons outlined, I'm not upholding this complaint. I realise Mr G will be disappointed with this decision. But it brings to an end what we, in trying to resolve his dispute with Fortegra, can do for him. I'm sorry we can't help Mr G any further with this.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 16 February 2025.

Julie Mitchell
Ombudsman