

## **The complaint**

Mr G has complained that Amtrust Europe Limited ('Amtrust') unfairly declined his claim under an extended sofa warranty policy and of poor service. For the avoidance of doubt, the term 'Amtrust' includes reference to its agents and representatives. The term 'Mr G' includes reference to representations made by his wife on his behalf.

## **What happened**

Mr G logged a claim to have scratches on his two sofas repaired, as the relevant policy covered accidental damage caused by pets. Amtrust declined the claim as it didn't consider that the damage had been caused by a sudden incident of accidental damage.

Mr G complained about the decline of the claim. He questioned the decision, as similar damage had been repaired under the policy in 2021. He was also unhappy about the conduct of Amtrust's technician who attended his home. Mr G wanted Amtrust to repair the sofa, provide a voucher as a goodwill gesture and compensation due to inconsistencies in the approach taken by different technicians.

Amtrust maintained its stance following Mr G's complaint. In the circumstances, Mr G referred his complaint to this service. The relevant investigator didn't uphold his complaint and considered that it had been fair and reasonable for Amtrust to conclude that the damage in question wasn't covered by the relevant policy,

Mr G was unhappy with the outcome of his complaint, and the matter has been referred to me to make a final decision in my role as Ombudsman

## **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.

The key issue for me to determine in this case is whether Amtrust applied the terms and conditions of the relevant policy in a fair and reasonable manner in declining Mr G's claim and in terms of its technician's conduct. I can't say that Amtrust acted in an unfair or unreasonable manner and I'll explain why.

In reaching this decision, I've also considered the submissions of the parties as summarised below. I turn firstly to Mr G's submissions. Mr G said that Amtrust's technician came to his home in January 2024 and advised that although he shouldn't fix the sofas, he would do so and said that it would take about an hour. Whilst doing the paperwork, he then said that he couldn't do the repair as there were multiple scratches, that he would run over his allotted timeslot, and he would need to refer the matter back to the office.

Mr G said that the scratches were new, but in the same location as scratches which had previously been repaired by Amtrust in 2021. The office said that it would look into the matter, but Mr G heard nothing back. He said that Amtrust's approach caused inconvenience at a very difficult time personally. Mr G didn't deny that there was a build-up of scratches.

Finally, Mr G complained about the demeanour and conduct of Amtrust's technician and Mr G considered him to have been grumpy and dismissive.

I now turn to Amtrust's response to Mr G's complaint. It said that the insurance policy in question was designed to cover one-off and unforeseen damage that occurred in a single incident. It noted that 'accidental damage' was defined as being sudden and unintentional damage to the product, as shown in the coverage section in the insurance certificate. It reiterated that it didn't cover any gradually occurring damage.

Amtrust concluded that, based on all the available evidence, such as details on Mr G's claim form and the report provided by the technician, the multiple scratch marks on both arms of both sofas had built up over time. It considered that the accumulation of damage wasn't consistent with being due to a single incident. It concluded that there was a build-up of scratches, which had occurred during multiple incidents over time, and so declined the claim.

As to the conduct of the relevant technician, Amtrust accepted that it was unable to verify precisely what happened during his visit, however it understood that the technician had been polite and professional throughout.

I now turn to the reasons for my decision not to uphold Mr G's complaint. The starting point for complaints of this nature will be the terms and conditions of the relevant policy. These form the basis of the insurance contract between consumers and insurers. In this case, I note that the policy clearly states that the product isn't covered for damage caused by pets, including scratching which doesn't comprise of a single incident. Unfortunately, policies of this nature don't cover all damage in every eventuality, and such conditions and exclusions usually apply.

Mr G has candidly acknowledged that the damage consisted of a build-up of scratches. This is consistent with the report of the technician who attended Mr G's home to inspect the damage. The report referred to damage having occurred over time, with scratches having built-up through multiple incidents. The photographic evidence also shows the sofas to be showing signs of wear and tear and are likely to have deteriorated and been scratched by pets over time. In conclusion, I'm satisfied that it was fair and reasonable for Amtrust to have concluded that the damage wasn't covered under the terms of the relevant policy.

I can understand that Mr G will have felt frustrated, as Amtrust had previously agreed to repair accidental damage in 2021 due to scratches caused by pets. He considered that it should do so once again. Nevertheless, it was for Amtrust to consider the available evidence in 2021 and to determine whether the damage at that time was covered by the policy. At that stage, it had no doubt been satisfied that the scratches were due to a one-off event. In 2021, it had been prepared to repair the furniture under the relevant policy. This didn't mean that it would automatically do so in future. That would depend on the facts of the case at the relevant time.

As to the conduct and demeanour of the relevant technician, while I note that Mr G felt that he'd been grumpy, there's no evidence to suggest that he hadn't acted impartially or unprofessionally. I've no reason to doubt what Mr G says, that the technician had initially indicated that he would carry out a repair even if he wasn't strictly supposed to do so, but that he'd then changed his mind. I appreciate that this change of stance will have been frustrating for Mr G. This course of action doesn't however suggest that the technician had been dismissive. To the contrary, it indicated that he'd been willing to try to assist Mr G at the outset, until he had realised the nature and full extent of the damage.

In all the circumstances, I can't say that Amtrust or its representatives acted in an unfair or unreasonable manner in this case. I appreciate that this will come as a disappointment for Mr G, however I consider this to be a fair outcome in this case.

### **My final decision**

For the reasons given above, I don't uphold Mr G's complaint and I don't require Amtrust Europe Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 5 February 2025.

Claire Jones  
**Ombudsman**