

The complaint

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

What happened

Mr G contacted Fortegra to make a claim for damage to his sofa. He said his cats had scratched both of his sofas while he was away for the weekend. Fortegra considered the claim and declined it. It said it didn't cover gradually occurring stains or damage. Mr G didn't agree with this. Fortegra decided to consider the claim again and sent a technician to assess the damage. It declined the claim and said the policy didn't cover damage caused by pets.

When Mr G complained, Fortegra didn't uphold the complaint. It said the policy didn't cover damage that occurred at different times and had been allowed to accumulate or worsen. It said the technicians report indicated that, due to the widespread nature of the damage, it was impossible for it to be the result of a single incident, regardless of whether it was initially noticed all at the same time.

So, Mr G complained to this Service. Our Investigator didn't uphold the complaint. She said the policy covered damage caused by pets. So, Fortegra had incorrectly declined the claim on the basis of there being no cover for pet damage. However, when it considered Mr G's complaint, it had fairly applied the exclusion for accidental damage that had been allowed to accumulate or worsen. The evidence indicated the damage wasn't a one-off incident and had likely accumulated. She said it was fair for Fortegra to decline the claim.

Mr G said he couldn't claim to know specific details on the damage and the number of scratches. But the damage wasn't evident before the claim was made and it was all discovered at the same time. As far as he was concerned, it was a single incident. So, the complaint was referred to me.

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. I will explain why.

The policy said it covered pet scratches, chews or bites. So, Fortegra shouldn't have declined the claim on this basis. The exclusion it applied wasn't in the policy wording. However, when Fortegra looked at Mr G's complaint, it seemed to do so based on the correct policy wording. So, I've looked at whether it was fair for Fortegra to maintain its decision to decline the claim.

The policy covered accidental damage, which it defined as "*Any stain or damage suffered as a result of a sudden and unintentional accident*". When Fortegra replied to the complaint, it relied on a policy exclusion that said the policy didn't cover:

“accidental staining or accidental damage which has occurred at different times and has been allowed to accumulate/worsen”

When Mr G made the claim, he said he had been away for the weekend and returned home and found damage to the sofa caused by his cats. He then checked both sofas in more detail and found further areas of damage. Fortegra’s technician visited and assessed the damage. The technician’s report said:

“Excessive cat scratching on all 4 arms of the furniture and the RHF seat. In my opinion this does not seem to be a one-off accidental damage due to the spacing of the furniture in the room and the areas of damage.”

So, there were multiple areas of damage and on two sofas. I’m aware Mr G has said he found all the damage on the same day and he thinks it must have all happened during the weekend he was away. But Mr G initially saw one area of damage. He then checked both sofas and found the other areas of damage. I’m not persuaded the evidence more likely showed all the damage happened as part of the same one-off incident. Mr G found all the damage when he looked at the sofas in more detail. Mr G has also said he doesn’t know when all the damage happened. This meant the other damage could have already been there before that weekend and the damage claimed for accumulated over time. The technician also didn’t think it was likely the damage had happened during a one-off incident.

The policy had an exclusion for accidental damage that happened at different times and had been allowed to accumulate or worsen. Based on what I’ve seen, I think it was reasonable for Fortegra to decide the damage claimed for wasn’t a one-off incident and had more likely accumulated or worsened. So, I think it was fair for it to rely on this exclusion to decline the claim.

As a result, I don’t uphold this complaint or require Fortegra to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr G to accept or reject my decision before 13 February 2025.

Louise O’Sullivan
Ombudsman