

## The complaint

Mrs P has complained that Fortegra Europe Insurance Company Ltd ('Fortegra') declined her claim for damage caused by her pet under her furniture protection insurance policy.

## What happened

In May 2024, Mrs P made a claim to Fortegra as her dog had caused significant accidental damage to her two sofas. The sofas were covered by the relevant insurance policy with Fortegra at the relevant time.

Fortegra declined the claim as it considered that the damage hadn't been caused by a sudden one-off incident of accidental damage. Mrs P complained to Fortegra about this decision. She was also annoyed that it hadn't responded to her request to reimburse her premiums. Mrs P said that the matter had taken up time and had caused stress. She was now looking to have her premiums reimbursed and for the sofas to be repaired, or to be paid a cash settlement to purchase new sofas to the original value of the current ones, being approximately £3,000.

As Fortegra maintained its decision to decline her claim, Mrs P referred her complaint to this service. The relevant investigator upheld Mrs P's complaint. Notwithstanding the findings of the insurer's technician, she considered that it was plausible that the damage had been caused in a one-off incident. She also considered that a modest sum of compensation should be paid for a certain communication failure.

Fortegra didn't agree with the investigator's view. In the circumstances, the matter was referred to me to make a final decision in my role as Ombudsman. In early January 2025, I issued a provisional decision for this complaint and explained why I was not minded to uphold Mrs P's complaint as follows: -

*'The key issue for me to determine in this case is whether Fortegra applied the terms and conditions of the relevant policy in a fair and reasonable manner in declining Mrs P's claim. On a provisional basis, I consider that it did act in a fair and reasonable manner on the substantive issue. However, I don't consider that it acted fairly and reasonable in all respects in relation to the service it provided. I explain the reasons for my provisional decision below.*

*I've considered the submissions of the parties as summarised below. Turning firstly to Mrs P's submissions, she explained that on the occasion of the incident, she went to work, and her dogs had the run of the property. When she came home, she noticed the damage. The dogs are no longer allowed in the lounge when no one is there.*

*Mrs P said that the breed of one of her dogs meant that it could; 'tear through hard rubber so soft fabric is a walk in the park.' She considered that the damage would have been self-evident to Fortegra's technician and didn't consider photographs after the event to be helpful. Mrs P was adamant that she hadn't allowed the damage to become progressively worse. She initially stated that all damage was caused at the same time by one dog. However, she later explained that there was one part of the sofa which had been previously damaged and that she hadn't reported that damage at the time. She accepted that the part*

*in question may not be fixed 'as it was a while ago'.*

*Mrs P said that she'd paid for the insurance policy on good faith, and if Fortegra wasn't willing to repair her sofa, then she wanted reimbursement of her monthly premiums. She said that when she'd purchased the sofa[s], the sales advisor said that the insurance policy would cover pet scratches, and this was why she initially purchased the policy.*

*I now turn to Fortegra's submissions in response to the complaint. It referred to the specific terms and conditions of the policy and explained that the policy was designed to cover sudden and unforeseen damage that occurred in a single incident. It didn't cover any gradually occurring damage. In summary, it considered that Mrs P had claimed for damage caused on an accumulative basis, and that this wasn't consistent with the circumstances described as a single incident. It considered that the damage had been caused by several incidents and had been allowed to build up and worsen.*

*Fortegra relied on its technician's expert report and photographs which referenced damage to a three-seater electric recliner sofa and that the 'pattern of damage suggests build up'. This was because he could see that some fabric was frayed 'suggesting dog [h]as been doing it over a period of time'. The technician also recorded damage to covers on a second sofa and heavy fraying which he considered to be 'consistent with build up'. He said that soiling and tearing of inner fabric was further evidence of damage over time. Fortegra concluded that it had correctly declined the claim in line with the policy terms and conditions.*

*As to Mrs P's request for a refund of insurance premiums, it stated that this process fell under the control of the 'policy retailer' and not the insurer, and it recommended that Mrs. P reach out directly to the policy retailer for further assistance on this matter.*

*I now turn to my reasons for [not] upholding Mrs P's complaint. The starting point for such matters will be the specific wording of the policy documents, as these form the basis of the contract between the insurer and the consumer. In this case, I note that the policy covers accidental damage, to include pet scratches, chews or bites.*

*The policy also has a standard policy exclusion as follows; 'Your product is not covered for: .... accidental damage which has occurred at different times and have been allowed to accumulate/worsen.' It also states that 'You must make any claim as soon as possible, and always within 28 days of the event giving rise to a claim. Any delay may mean that we will not pay the claim, or that we will reduce the claim or the amount of cover. We may ask to inspect the product to help assess your claim.'*

*A further provision made it clear that it was possible to cancel the policy after 30 days from delivery and 'If we have not settled your claim, you will be entitled to a refund of a proportion of the premium you have paid. The refund will be based on the number of complete months of this policy remaining from the date you asked us to cancel it. You will also have to pay an administration fee of £10... If we have settled a claim, you will not be entitled to any refund of premium... If we decide not to settle the claim, the date of cancellation will be the date you asked us to cancel this policy'.*

*The service will generally consider the findings of expert reports to be persuasive in the absence of any compelling alternative evidence. I consider the report of Fortegra's technician to be extremely clear. Having viewed the furniture in question, his conclusions referred to fraying of material and damage which was consistent with a build-up of damage. The photographic evidence attached to the report does suggest significant wear and tear, and also discolouration at the areas of some of the tears, which suggests more than one incident [had] occurred, and that these occurred over a period of time. On a provisional basis, I therefore find that the accidental damage occurred at different times and the tears were likely to have become discoloured and frayed over a period of time.*

*Whilst it may be plausible that very significant damage could be caused in a single incident by a powerful breed of dog, I'm required to consider what is the most likely scenario in this case on the balance of probabilities. The breed of dog would have been apparent to the technician: however, his conclusion as to a build-up of damage was nevertheless clear. On the balance of probabilities, fraying and ingress of soiling doesn't support the likelihood of all damage occurring in a single recent incident and is more likely to suggest a build-up of damage. Mrs P has also now candidly acknowledged that one area of damage had been pre-existing and she accepted that the damage occurred 'a while ago'. This evidence therefore supports the technician's conclusions of damage caused in separate incidents.*

*As to Mrs P's request for a refund of insurance premiums, Fortegra didn't respond, and this undoubtedly caused Mrs P frustration. She will need to confirm to Fortegra if she wants to cancel the policy in the future. Unfortunately for Mrs P however, if following submissions, I decide to confirm this provisional decision, the wording of the relevant policy term means that Fortegra will only be required to refund Mrs P for the number of complete months of the policy remaining from the date she asked Fortegra to cancel it.*

*On a provisional basis [however...], I consider that [Fortegra...] failed to fairly and reasonably explain the policy terms to her in this respect, [to enable her] to make an informed decision as to whether to cancel the policy. In the circumstances, I consider that Fortegra should pay Mrs P compensation in the sum of £200 for the inconvenience caused in this respect.*

*I appreciate that this provisional decision will come as a great disappointment to Mrs P, however, I must reach this decision on the basis of the available evidence. Unfortunately for Mrs P, on the balance of probabilities, I can't say that it was unfair or unreasonable for Fortegra to conclude that the damage was caused in separate incidents over a period of time and wasn't therefore covered under the specific terms of the policy'.*

In my provisional decision, I also asked both Fortegra and Mrs P if they had any further comments or evidence which they would like me to consider before I made a final decision.

### **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.

Fortegra accepted the provisional decision; however, Mrs P did not agree with it. I wish to thank Mrs P for the time and trouble in providing her clear and detailed submission in response to the provisional decision and for also taking the time to provide a significant amount of additional evidence, including video evidence of her pet readily destroying toys made from hard and softer fabric. In summary, Mrs P's submissions are as follows.

Mrs P's first concern was that her claim had been dismissed within a mere 24 hours, based on what she felt was a flawed and hastily prepared report that was generated after a 7-minute visit and cursory examination '*without any thorough investigation*'. Mrs P made it clear that the last 7 photographs didn't relate to her property. I agree that inclusion of such unrelated photographs was entirely unacceptable and indicates that the visit was brief and not as careful as it should have been. I also agree that the photographs are not of a good quality, particularly in relation to the 2-seater sofa and Mrs P refers to them as being substandard.

Mrs P has provided a set of very helpful photographs dated April 2024 and January 2025, and these show the damage to specific areas of the sofas much more clearly than those of

Fortegra's technician report. I also appreciate Mrs P's point that daylight reflecting off the lens potentially created an impression of discolouration, and the fabric could appear to have two different colours depending on the direction in which it is brushed, as illustrated in a video produced by Mrs P. However, it is the darker staining of certain of the specific exposed tear sites which are in question rather than the general appearance of the sofas.

I'll firstly turn to the 2-seat sofa. Having looked at Mrs P's photographs, particularly dating from the time of the damage at the end of April 2024 and two areas of tearing on the sofa's left-hand arm, the discoloured appearance of the material under the tear does support the technician's conclusions. The material under the tear appears to be discoloured or stained, indicating that the damage occurred prior to April 2024 so pointing towards more than one incident occurring over a period of time. Whilst I appreciate that dirt will accumulate beneath a dog's claws and a one-off incident could lead to the soiling of the sofa, the staining in this area of tear suggests that the dirt was ingrained in this area and therefore older.

As explained in the provisional decision, in the absence of compelling alternative evidence, (such as an expert report produced on behalf of the customer or indeed compelling photographic evidence), the service will generally consider the findings of expert reports to be persuasive. Unfortunately, as above, in relation to the 2-seat sofa, the additional photographs supplied by Mrs P don't persuade me to reverse the conclusions in the provisional decision, and indeed support the technician report conclusions.

There is no doubt whatsoever that the type of dog in question can cause catastrophic damage to sofas, including fraying of material, all in one incident, and the videos produced by Mrs P clearly illustrate this fact. The plausibility or otherwise of this occurring is not however the central question here. The central question is whether the claim damage actually happened as a single incident with the claim being made within 28 days of the event. I don't consider that the available evidence shows that it was.

I now turn to the 3-seater sofa. Crucially, Mrs P has admitted that not all damage was caused at the same time by one dog, and had presumably been similarly left unsupervised on a previous occasion. I note that Mrs P felt a commitment to maintaining her belongings, *'demonstrating that the situation is an isolated occurrence rather than a pattern of neglect'*. Unfortunately, however, her admission does mean that her claim doesn't meet the specific wording of the policy upon which Fortegra has reasonably relied. In the circumstances, she wasn't covered under the policy for accidental damage to the sofa which occurred at different times and had therefore, by definition, accumulated.

I accept that, on the balance of probabilities, a large portion of the damage is likely to have taken place on one occasion, however, Mrs P has truthfully accepted that damage to the arm of the 3-seater sofa was historical, and this unfortunately still amounts to an accumulation of damage of this sofa. In all the circumstances, this means that it wasn't unfair or unreasonable for Fortegra to have determined that policy cover didn't apply here. Whilst Mrs P accepted that the part in question may not be fixed, unfortunately the policy doesn't work in this way. If all damage wasn't as a result of a single incident, then the policy cover is unfortunately excluded under the terms and conditions.

As for Mrs P's suggestion that Fortegra may have swayed the technician's assessment to conform to Fortegra's *'policy guidelines'*, I'm not persuaded that the additional documents produced by Mrs P show that the assessment was anything other than the technician's own impartial opinion. As to any recommendation by the technician for replacement of the sofas, ultimately, it was for Fortegra to determine whether his report supported an uphold of the claim under the terms and conditions of the policy. Mrs P considered that there had been a deliberate fabrication of the facts by Fortegra as it hadn't referred to soiling of inner fabric in

its correspondence after the technician's visit. I'm not satisfied however that the omission of reference to all elements of the report indicates fabrication of facts.

In conclusion, I don't consider that Fortegra has acted in an unfair or unreasonable manner in declining Mrs P's claim and in concluding that the terms and conditions of the policy hadn't been met in this case.

I appreciate that this final decision will come as a great disappointment to Mrs P, especially as she's clearly taken time and trouble to provide extensive additional submissions and evidence. However, this doesn't change my ultimate conclusion regarding the application of the wording of the policy to the facts of the case. Therefore, except for the revision of limited drafting errors as shown in square brackets, the provisional decision will stand. I therefore conclude that this final decision provides a fair and reasonable outcome to the matter. I partly uphold Mrs P's complaint however in relation to Fortegra's communication failure.

### **My final decision**

For the reasons given above, I partially uphold Mrs P's complaint and require Fortegra Europe Insurance Company Ltd to pay Mrs P £200 in compensation for the inconvenience caused by its communication failure. However, I don't require it do anything else in response to the substantive complaint about its decision to decline the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 25 February 2025.

Claire Jones  
**Ombudsman**