

The complaint

Mr H has complained about how Helvetia Global Solutions Ltd (Helvetia) dealt with his claim under a furniture warranty.

What happened

Mr H made a claim for damage to his sofa caused by a pet. Helvetia sent a technician to assess the damage and accepted the claim. It ordered new covers for parts of the sofa. When a technician visited to fit the covers, both the technician and Mr H said the covers weren't the right match. So, Mr H rejected the covers.

Helvetia assessed the claim again and told Mr H it had ordered the correct parts. It said the material was from a different batch, but over time the colour would change. Mr H still declined to accept the covers. When Mr H complained, Helvetia said it ordered the covers from the manufacturer. Mr H had rejected the covers based on their appearance. It said there might be tonal differences but the replacement covers were new compared to the older upholstery that had naturally been exposed to environmental factors of Mr H's home. So, any slight difference would diminish. It said it had compared the covers to the original sample and they were a good match in colour and appearance. It didn't think it was fair for it to pay for additional covers for undamaged areas when the covers ordered were already a good match.

When Mr H complained to this Service, our Investigator didn't uphold it. She said Helvetia had ordered the correct parts and had offered to settle the claim in line with the terms and conditions of the policy. She said it didn't need to do anything further.

As Mr H didn't agree, the complaint was referred to me.

I issued my provisional decision on 15 January 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

Mr H's sofa was damaged by a pet. Fabric on two parts of the sofa needed to be replaced. Helvetia sent a technician to assess the damage. Helvetia then ordered new fabric based on the details of the sofa. But when a technician visited to fit the covers, both the technician and Mr H said they weren't a match.

Helvetia has said it supplied the correct parts based on the specification of Mr H's sofa. Based on what I've seen, that appears to be the case. It has also said its terms and conditions explain that replacement parts won't always match in terms of colour, shade or appearance, but that over time the difference between original and new parts will diminish. It said it would provide parts based on the original appearance of the product. So, I might normally think that how Helvetia said it would settle the claim was reasonable. However, in this instance, I'm not currently persuaded taking that approach is fair.

Helvetia sent a technician to fit the covers. It was the on-site technician, who therefore had both the original sofa and the new covers fully available, that said the covers weren't a match. Mr H agreed with this. Looking at the technician's report from that visit, it said

“Replacement cover [received] is a light shade, this is not due to new against old”. I think this is persuasive evidence that the issue with the match is more likely due to something other than the difference that might normally be expected between new and original fabric. I’m aware that following Mr H’s complaint, Helvetia carried out a range of checks on the parts ordered, used a fabric swatch from Mr H’s sofa and also looked at photos. But I don’t think this is more persuasive than the on-site technician’s findings, who was able to view everything in detail and specifically highlighted that “this is not due to new against old”.

So, I currently intend to say Helvetia should arrange for another technician to visit Mr H’s property to assess the sofa and the parts supplied to repair it. Based on the technician’s findings and the terms and conditions of the policy, Helvetia should explain to Mr H how it intends to settle the claim.

I’ve also thought about compensation. I think Mr H has been caused inconvenience by how Helvetia dealt with the claim. I think Helvetia’s complaint response also gave the impression that it was only Mr H who thought there was an issue with the match. It didn’t seem to acknowledge in the complaint response, or when it was considering the claim, that its own technician also didn’t think it was an appropriate match. As a result, I currently intend to say that Helvetia should pay Mr H £100 compensation, which I think fairly reflects the impact on him.

I asked both parties to send me any more information or evidence they wanted me to look at by 29 January 2025.

Helvetia didn’t reply. Mr H replied and agreed with my decision. He said he noted in particular that Helvetia failed to heed its own technician’s response. This was despite Mr H raising this on two occasions.

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 uphold this complaint and for the reasons given in my provisional decision. I haven’t found any reason to change my view on what I think is a fair and reasonable outcome 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 upheld. I require Helvetia Global Solutions Ltd to:

- Arrange for a technician to visit Mr H's home to assess the sofa and the parts supplied to repair it.
- Based on the technician's findings and the terms and conditions of the policy, Helvetia should explain to Mr H how it intends to settle the claim.
- Pay Mr H £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 February 2025.

Louise O'Sullivan
Ombudsman