

The complaint

Mr and Mrs J complain that Acasta European Insurance Company Limited (“Acasta”) has unfairly declined to cover a claim made under their Acasta sofa warranty.

Any reference to Mr and Mrs J or Acasta includes respective agents or representatives.

What happened

The background of this complaint is well known between parties, so I’ve summarised events.

- Mr and Mrs J bought a new sofa in 2024. Alongside this they took out an Acasta warranty. This provides protection against leather stains, accidental damage, and failing of the structure.
- In September 2024 Mr and Mrs J sought to make a claim following peeling. Acasta inspected the sofa and said there was peeling on part of the head rest. The agent completed a “rub test” and said the damage occurred due to a build-up of head oils.
- Mr and Mrs J disagreed with the technical opinion, saying they’d cleaned the sofa regularly and said the policy should cover the claim under a section related to cosmetics, soap and shampoo.
- Acasta says it offered a second opinion, but this was not taken up by Mr and Mrs J.
- On 12 November 2024 Acasta provided its final response outlining it was relying on its technical report and findings that suggested a lack of maintenance and oil build-up. And this simply wasn’t covered by the policy.
- Mr and Mrs J brought their complaint to this Service. They said they’d been regularly cleaning the sofa and argued that if the damage was caused by hair gel, then this should be covered. They said as the sofa is less than eight months old, this damage couldn’t have occurred over time. Mr and Mrs J also indicated the policy was mis-sold within their submission to this Service. And they said they would like the policy cancelled and refunded as they’d since had the damage in question repaired.
- One of our Investigators looked into things and said she would only be looking at the claim – as the mis-sale hadn’t been raised with Acasta. She didn’t uphold the complaint, saying the technical report supported Acasta’s conclusion that the damage had been caused over time and not as a one-off event.
- Mr and Mrs J disagreed, saying they believed the damage may have appeared gradually but that it originated from a single incident of someone with hair gel sitting on the sofa. And they asked for an Ombudsman to review their complaint.

So, the complaint has been passed to me for an Ombudsman’s 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.

Having done so I'm not upholding this complaint. I'll explain why.

My starting point is to consider what cover the warranty provides. I've focused on the relevant aspects of cover within this decision.

The warranty wording says it will provide cover for stains on fabric or leather furniture which are sudden and accidental resulting from various causes, including food and beverages; human and pet bodily fluids; cosmetics, soap and shampoo. The policy also covers accidental damage to fabric and leather furniture caused by rips, tears, burns, scuffs, scratches and punctures.

In this case, Mr and Mrs J's sofa is suffering from leather peeling on a headrest. Acasta has provided a technical report. Within this, its technician took various photos of the damage and tested the sofa, concluding the damage started to occur over time and was due to the build-up of natural oil affecting the top pigment seal. They concluded this damage was not due to a one-off insured peril and happened over time.

There seems to be an acceptance the damage has occurred over time from Mr and Mrs J. It looks like the leather has worn away from the photos I've been given. And they've put forward no argument or evidence that would indicate this happened because of a one-off accident leading to it being scuffed or ripped.

So, it seems clear to me that this doesn't amount to something covered under the accidental damage part of the cover. That leaves me with the stain cover to consider.

Mr and Mrs J have said they believe the staining occurred over time due to a one-off incident of a person wearing hair gel that was sat on the chair on a single occasion – and it was this that caused the leather to perish over time. They've given me little to support this beyond their commentary long after the claim has begun. And I simply don't think this is most likely in the circumstances – particularly given the cleaning regime they've described.

As a result, I'm satisfied Acasta's decline of this claim is fair and reasonable on the basis of insufficient evidence to show a single one-off insured event had taken place. And I would recognise here that Acasta's offer to provide a second opinion on the claim was a fair one – even if this wasn't taken up by Mr and Mrs J.

Mr and Mrs J have since reiterated their concerns that the policy was sold to them as a policy that would cover all eventualities and therefore was mis-sold. But as our Investigator has outlined – this is not the subject of this complaint, and any such complaint would need to be brought to the seller of this policy in the first instance.

My final decision

For all the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs J to accept or reject my decision before 26 June 2025.

Jack Baldry
Ombudsman