

## **The complaint**

Mr W complains that Great Lakes Insurance SE (Great Lakes) declined claims he made under his furniture warranty.

Where I've referred to Great Lakes, this also includes reference to agents acting on their behalf.

## **What happened**

Mr W purchased furniture and alongside this, he took out a five-year extended furniture warranty underwritten by Great Lakes.

Shortly before the warranty was due to expire, Mr W made claims under the policy for three separate issues. A specialist was appointed by Great Lakes to inspect the furniture. Ultimately all three reported issues were declined on the basis of exclusions under the policy.

As Mr W remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said that Great Lakes had reasonably relied on the appointed specialist's conclusions, and there had been no other expert evidence to show those conclusions were incorrect. So, the investigator thought Great Lakes had acted fairly by relying on exclusions and declining the claims.

Mr W didn't agree and asked for a final decision from an 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr W, I've reached the same overall outcome as our investigator.

As there were three separate issues reported, I'll address each individually. I recognise Mr W has said that one of the initial claimed areas didn't need considering as he accepts it likely isn't covered, but for completeness, I'll consider all three.

### Operating button cap/cover

Mr W reported that the cap which covers the operating button on one of the sofas was missing. He said he is unsure how or when this went missing and thinks it could've been chewed by his dog and/or thrown away after coming off.

In the absence of the missing part, and knowing how or when this occurred, Great Lakes' specialist was unable to establish it had come off due to a manufacturing fault or for another reason which would be covered by the policy. And in the absence of being able to determine the cause was a manufacturing fault, or other reason which would be covered by the policy, I don't think the specialist's conclusion that it was likely to be due to usage and wear and tear was unreasonable.

The policy terms confirm:

*"What Is Not Covered*

*We will not pay the claim costs arising from:*

...

*3. Stains & damage that are consistent with wear and tear or anything that happens gradually"*

As wear and tear is excluded, and I'm persuaded Great Lakes' specialist reached a reasonable conclusion, I don't think they've acted unfairly by declining this part of the claim.

I recognise Mr W has said that the cost of the replacement part would be minimal and likely only a few pence, but to conclude that Great Lakes need to replace it, I'd need to be satisfied that it is missing due to something covered by Mr W's policy. But I'm afraid I don't think that's been shown to most likely be the case.

### Uncomfortable seat

Mr W reported that a seat had become lumpy and uncomfortable, but he was unsure when or how this occurred.

The specialist appointed by Great Lakes concluded that the seat interiors have wear and tear consistent with the age and usage of the furniture, and this is causing it to be uncomfortable, rather than as a result of a manufacturing fault. And as outlined above, wear and tear and damage occurring gradually is excluded under the policy.

I note Mr W says that the seat shouldn't suffer wear and tear within the time he's had it. However, given the furniture was 58 months old at the time the claims were made (shortly before the expiry of the five-year policy), I don't think it is unusual or unexpected that there would be wear and tear over a five-year period of using a sofa regularly.

I acknowledge that Mr W says the foam breaking down must be caused either by a manufacturing fault, or his dog scratching it, rather than due to wear and tear. But, as explained to Mr W by our investigator, as an informal service, we take into account all the evidence and information provided by both parties and this often includes expert reports. Here, the only expert report which has been provided is that of Great Lakes' specialist who inspected the furniture and deemed it wear and tear and consistent with usage. No other expert reports have been provided which demonstrate the conclusions they reached (on this part of the claim or the other parts) were incorrect or unreasonable. And based on the available evidence, I don't think they reached an unreasonable conclusion.

I recognise that Mr W has said the specialist was acting on behalf of Great Lakes, so they therefore weren't fully independent. But I also need to take into account that the appointed agent is a specialist in the field of furniture and associated repairs. And in the absence of any other expert or specialist evidence which shows those conclusions were incorrect, unreasonable, or that the reported issue should be covered by the policy, I don't think Great Lakes unreasonably declined the claim based on the available expert evidence and the wear and tear and gradual damage exclusion.

#### Fraying and staining

Mr W says that he accepts the fraying and staining may not be covered by his policy, and he also said that this service didn't need to consider this part of the claims. However, for completeness, I'll still be considering this, and whether Great Lakes fairly declined this part of the claim.

Mr W reported that he'd noticed there was fraying to the furniture, along with various stains. And Mr W says this has happened over a number of months. He also said the fraying may have been caused by his dog jumping from the arm of the sofa.

Whilst Mr W's policy covers accidental damage caused by pets (limited to three claims in the period of insurance), it would need to be a one-off incident of pet damage. The policy specifically excludes:

*"Pet damage which is extensive and not a single incident"*

And:

*"By accumulated multiple stains or any unidentifiable stain"*

And along with wear and tear and damage which occurs gradually being excluded, the policy also excludes:

*"Fabric Fraying..."*

Based on what Mr W has said, and the specialist report, it appears that the fraying (which is excluded), and staining, has occurred over time, rather than a single one-off incident. So, I don't think Great Lakes has unfairly declined this part of the claim either.

#### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 22 April 2025.

Callum Milne  
**Ombudsman**