

The complaint

Miss O complains that Fortega Europe Insurance Company Ltd hasn't paid a claim under her furniture protection policy.

What happened

Miss O bought the furniture protection policy in April 2022 when she bought her furniture set – two sofas, a chair and a footstool. Miss O made a claim for accidental staining on the four-seater sofa, two-seater sofa and the footstool.

Fortega declined the claim. It said the policy excluded accidental staining when this had occurred at different times and had been allowed to accumulate. Fortega based this on the report by a technician who inspected the furniture.

Miss O didn't think Fortega had acted fairly. She said her claim should be considered as individual events. She also wasn't happy how Fortega had handled the claim. So, Miss O brought a complaint to our service.

One of our investigators looked into what had happened. And having done so, he thought Fortega had acted fairly and reasonably when it declined Miss O's claim, for the reasons it did. But he didn't think Fortega had handled the claim as well as it should have, and he recommended it should pay Miss O £100 for the distress and inconvenience caused.

Fortega accepted the investigator's recommendation, but Miss O didn't. She said that the staining on the two-seater sofa and footstool only contained staining from single incidents. And she still thought Fortega should consider the different staining on the four-seater sofa as individual events or claims.

As no agreement was reached, the complaint was passed to me to decide. I issued my provisional decision in March 2025. Here's what I said:

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Miss O's complaint.

The policy covers "a sudden and unintentional incident resulting in a stain or damage to your furniture" but excludes "accidental staining or accidental damage which has occurred at different times and has been allowed to accumulate/worsen". It's for Fortega to show that the exclusion applies in the circumstances of Miss O's claim.

Fortega has relied on the report by a technician who inspected the furniture. The report noted ink marks on both the four-seater and two-seater sofa, as well as stains on the four-seater sofa and the footstool.

Miss O doesn't dispute that there were several incidents of staining on the four-seater sofa. She just thinks these should be considered as individual events/claims instead of Fortegra declining the claim based on the exclusion it has. But I think Fortegra acted fairly and reasonably when it relied on the exclusion when considering Miss O's claim for the four-seater sofa. I think it's clear that the staining occurred at different times and has been allowed to accumulate – which is excluded under the policy.

But Miss O says the damage to the two-seater sofa was from a single incident – namely, pen markings. And the damage on the footstool included multiple drops of staining from a single incident. I asked Fortegra to provide evidence to show that these items had staining from more than one incident each – in order for it to show the exclusion applied to these items as well as the four-seater sofa – but it only referred to the technician report.

I don't think the technician report confirms that there was staining on the two-seater sofa, or the footstool, that occurred at different times. The report only refers to ink marks on the two-seater sofa, and stains on the footstool. This would suggest the staining to each item was from a single incident. So, one single incident on the two-seater sofa, and one single incident on the footstool. I've looked at all the photographs provided, but as several are close up photos, I can't be satisfied which items of furniture some of the photos show, or that there is staining as a result of more than one incident on the two-seater sofa, or footstool.

So, in the absence of any further evidence to show that the damage to the two-seater sofa and the footstool – as individual items – occurred at different times and were allowed to accumulate/worsen, I don't think Fortegra acted fairly or reasonably when it declined Miss O's claim for these items. So, I think it should reconsider the claim in line with the remaining terms and conditions of the policy for the two-seater sofa and the footstool.

It's clear that Fortegra hasn't handled the claim as well as it should have. It first accepted the claim and then declined it. And for the reasons I've explained, I currently don't think it has done so fairly or reasonably. I think Fortegra should pay Miss O a total of £150 for the distress and inconvenience caused in all the circumstances of her complaint."

Fortegra responded to my provisional decision and said it didn't have any additional evidence beyond the documents already provided. So, it was happy to proceed with my decision.

Miss O said she was happy with the outcome of my provisional decision, but she wanted me to consider the following points:

- Miss O is concerned how Fortegra will consider any future claims, as the specific model/colour of the furniture leather is no longer available.
- Miss O is concerned about what will happen to the parts that were initially agreed for repair due to loss of resilience.
- Miss O maintains that none of the staining occurred gradually over time. The leather care kit that was recommended by the supplier made the stain worse rather than remove it.

As both parties have had the opportunity to review and respond to my provisional decision, I'm issuing my 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.

I can only consider issues that have happened, and Fortega has had the opportunity to respond to. If Miss O is not happy with how Fortega handles any future claims, or the outcome of this claim, she would need to raise a complaint to Fortega about these in the first instance. In my decision I've only considered if Fortega acted fairly and reasonably in declining the claim by relying on the exclusion it did.

Miss O's claim for loss of resilience doesn't form part of my decision, as this wasn't in dispute. If she's unhappy with how Fortega handles this part of her claim, she needs to raise this with Fortega in the first instance.

Fortega is not responsible for the leather care kit provided by the supplier. And for the reasons I explained in my provisional decision, I'm satisfied that Fortega has shown the relevant exclusion applies to Miss O's claim for the four-seater sofa as there was staining that occurred at different times and it had been allowed to accumulate.

I appreciate Miss O attempted to remove the stains, albeit unsuccessfully. But that doesn't change the fact that when she made a claim, the four-seater sofa had staining that occurred at different times that had been allowed to accumulate as Miss O hadn't been able to remove the stains. Instead, she could have made a claim after the first incident.

As neither party has given me anything new to consider in respect of the two-seater sofa or the footstool, I see no reason to depart from the findings I reached in my provisional decision. Overall, I don't think Fortega has shown the exclusion applies to these items, and it should reconsider this part of Miss O's claim, as well as pay her compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold Miss O's complaint in part and direct Fortega Europe Insurance Company Ltd to:

- reconsider her claim for the two-seater sofa and the footstool in line with the remaining terms and conditions of the policy, and
- pay Miss O £150 for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss O to accept or reject my decision before 23 April 2025.

Renja Anderson
Ombudsman