

## **The complaint**

Mrs J is unhappy with Helvetia Global Solutions Limited's handling of a claim under her furniture protection policy for, amongst other things, structural defects with her sofa.

When referring to the insurer, Helvetia, this also includes its agents.

## **What happened**

The parties are aware of the background to this matter, so I don't intend to set it all out in detail again here. But in summary, Mrs J has had her sofa for about three years. When she purchased it, she took out a policy with Helvetia that covered accidental damage and staining as well as structural defects. The terms of the policy provide that the only structural defects covered are those arising after the second year and are limited to the sofa's covering and not the frame, construction, and suspension – which is the responsibility of the manufacturer.

Mrs J has told us that she ordinarily has the sofa covered with throws but that when she removed these for washing in September 2024, she found that the fabric was excessively creased/wrinkled, there was a stain, a small tear and the stitching was coming away.

Mrs J made a claim to Helvetia who sent out a technician to inspect the damage. The technician reported back that in their opinion the creasing was due to wear and tear and that there was staining to multiple areas of the sofa that had happened over time and was not due to a one-off incident. They didn't deal with the tear or the stitching.

Mrs J has said that the technician commented to her that it was one of the most severe cases of creasing that they had seen and that there was one individual stain that they could clean. But Mrs J asked them not to at the time as her main concern was the creasing and she was aware the sofa needed a professional clean in any event.

Helvetia declined Mrs J's claim for structural damage to the fabric of her sofa. It said that it was satisfied that this was wear and tear, which was excluded under the terms of the policy, and wasn't a manufacturing defect with the fabric. It also didn't consider the stain to be as a result of a one-off incident, rather it was one of a number of stains that had built up over time. But it did uphold her complaint in part, and paid Mrs J £40 compensation for the technician not having properly considered the tear and the stitching, which would require the inconvenience of it having to send someone out again to determine if this were covered.

Mrs J was unhappy with this decision. Her main concern is still the creasing to the fabric, and she doesn't think the decision made not to cover this is fair or reasonable.

Our investigator considered the complaint. She found the technician's report persuasive - that the creasing was down to wear and tear and wasn't an inherent manufacturing defect and that the staining occurred over time. But she said that if Mrs J were to obtain a professional report to counter this, she would expect Helvetia to consider that. She also thought that Helvetia's offer to compensate Mrs J for the inconvenience of another technician's appointment to consider the tear and the stitching was reasonable. So, she

didn't uphold Mrs J's complaint. Mrs J didn't agree, so the matter has come to me for a 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.

May I first say that I completely understand Mrs J's concerns regarding the appearance of her furniture. The creasing is widespread, and I can understand why she thinks this should be covered by her policy. But I'm sorry to disappoint Mrs J, as I agree with our investigator and have found that Helvetia's decision on this complaint isn't unfair or unreasonable. I'll explain why.

Mrs J's policy does include cover for the fabric to her sofa, and in the event that the fabric was found to be defective, this is something that it would ordinarily cover. But the technician here has reported the cause of the creasing to be due to wear and tear over time. So, I must decide whether Helvetia has sufficiently shown that it may rely on the clause in the policy excluding cover for damage due to wear and tear.

I've looked at the photos carefully and there are quite a number of stains to the sofa which appear to have happened through use over time. I've also considered the claims history with Helvetia. Mrs J has previously had to claim for some accidental damage caused by her pets and some staining to the fabric. I appreciate that Mrs J keeps the sofa covered with throws, but I don't think that it's in dispute that the sofa has been in general use over the last three years. And Mrs J has also said that it does require a professional clean.

The evidence that I have from the technician is that in their professional opinion, the creasing seen is down to wear and tear. Helvetia checked this separately with a senior technician and they agreed. But Mrs J disagrees with this and has said that she wouldn't have expected to see the fabric do this in only three years. She's also said that the technician commented that it's one of the most severe cases of creasing that they'd seen. But that doesn't mean their opinion as to the cause was any different. As our investigator said, if Mrs J were to obtain her own professional opinion that this was not the cause and that there was an inherent defect in the manufacturing of the sofa, then I'd expect Helvetia to consider this. But what I have to go on is what Mrs J, the technician and Helvetia have said – as well as my experience more generally in relation to the type of evidence presented.

I'm afraid that I too have found, in the absence of professional evidence to the contrary, that the creasing seen is down to wear and tear and isn't an inherent manufacturing fault with the sofa's fabric. I know that this isn't what Mrs J wants to hear, but I'm required to make an impartial decision on the basis of the evidence available to me. This isn't a case where the sofa has been hardly used. There's evidence of general wear and tear and I don't think it's unreasonable to think that the fabric will have suffered the effects of this over time. I know it's only three years old, but the evidence does indicate that day to day use has had a detrimental effect on the sofa's covering. And I don't think that's inconsistent with the sort of use that it's had. So, I've found that Helvetia hasn't acted unreasonably in declining Mrs J's claim.

Despite this, the question of the stitching and the tear does remain outstanding. And Helvetia has offered to send a technician out again to assess this. It's also offered Mrs J £40 compensation for the inconvenience of not having done this when the first technician attended. I think that's fair and is along the lines of what I would have expected it to have done.

With regard to the one stain that Mrs J pointed out to the technician but requested that it not be dealt with pending the decision on the creasing, our investigator took this up with Helvetia. It said the evidence indicated that this was one of a number of stains to the sofa and a specific incident in which it had taken place had not been identified. I too don't think there is sufficient evidence available for me to conclude that this stain was due to a one-off incident that may be covered by the policy, rather than being one of a number of stains that have built up over time. The technician may have offered to clean it, as Mrs J said, but that doesn't mean that it was necessarily covered by the terms of the policy. So, I don't think Helvetia's decision to decline to deal with it was unreasonable.

### **My final decision**

It's my final decision not to uphold this complaint and I won't be requiring Helvetia Global Solutions Limited to do anything more than it has already offered to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 20 May 2025.

James Kennard  
**Ombudsman**