

The complaint

Mr D complains that Fortegra Europe Insurance Company Ltd ('Fortegra') declined a claim he made under his 'Sofacare' insurance policy.

What happened

Mr D bought new sofas from a retailer in May 2021 and took out an insurance policy with Fortegra around the same time.

In June 2024 he noticed that the foam had collapsed on part of the sofa which caused the fabric to rip and the built-in USB charging point had stopped working. Mr D made a claim for these items under his insurance policy.

Fortegra considered the claims but declined cover. They said the policy did not provide cover for damage that occurred due to normal use and ageing and instead covered sudden, unintentional one-off events. And they said the USB point wouldn't be covered either as electronic equipment wasn't covered under the policy. Mr D wasn't happy, so he raised a complaint.

Fortegra considered the complaint but didn't uphold it. They said Mr D's claim was declined correctly in line with the terms and conditions of his policy. Mr D remained unhappy with the response to his complaint – so, he brought it to this Service.

An Investigator looked at what had happened and recommended that the complaint be upheld. She said while the USB point was correctly declined – she thought it was fair and reasonable of Fortegra to repair the damage to the fabric due to the mechanism rubbing. She said the available evidence indicated to her that the damage had been caused by a manufacturing fault with the mechanism of the recliner.

Fortegra didn't agree with the Investigator's recommendations. They said their technician's report confirmed the fabric tearing resulted from the recliner mechanism rubbing over time, not from a sudden or unforeseen event and gradual deterioration due to normal use, including seam stress, is excluded from cover.

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've reached the same overall conclusion as the Investigator, and I've decided to uphold this complaint.

I should start by explaining that I don't intend to make an extended finding on the USB point. This is because I'm satisfied it was fairly excluded from cover given the terms of the policy which say:

“4.20 Your product is not covered for any damage or fault to electronic and audio-visual equipment that are attached or form part of your products, such as docking stations and speakers.”

I think it was fair and reasonable for Fortegra to rely on this policy exclusion to decline cover so I don't intend to direct them to alter this stance.

But I don't consider the damage to the fabric of the sofa to be as conclusive – so I'll focus the rest of my findings on this point.

The relevant rules and industry guidelines say Fortegra has a responsibility to handle claims promptly and fairly and they shouldn't reject a claim unreasonably. I've had these in mind when considering this complaint, but under DISP 3.6.1, I'm also required to determine a complaint by reference to what is, in my opinion, fair and reasonable in all the circumstances of the case.

Mr D's 'Sofacare' policy provides cover for accidental staining and damage – which it defines as “damage suffered as a result of a sudden and unintentional incident.” I'm satisfied the available evidence from the technician who inspected the sofa rules out the issue being a result of a sudden and unintentional incident. This is because the evidence states that the issue has occurred due to the mechanism rubbing along the seam and this has resulted in tearing of the fabric.

However, I've also considered the general purpose of the policy, which is to provide cover for manufacturing faults. And from looking at the technician's comments – I think the issue with the fabric tearing would be fairly considered a manufacturing fault that the policy should cover. I say this because the technician's comments were that the sofa's filing had gone soft and rubbed against the recliner, and that when they replaced the cover with a new they would make adjustments to ensure the same issue didn't happen again.

Having thought about this complaint very carefully, I'm satisfied that the comments which outline that an adjustment can be made to stop this issue happening again, means that there was, on balance, a fault that caused the issue to happen originally. And I'm satisfied this is a fair conclusion as I do not consider it reasonable for a sofa to be damaged in the way this one was due to wear and tear in such a short amount of time.

As such, I'm satisfied that the damage should be covered under the policy as a manufacturing fault and Fortegra should repair the damaged parts of the recliner. And I'm ultimately satisfied this results in a fair and reasonable conclusion in all the circumstances of the case.

What was the impact

I think Mr D has suffered additional distress and inconvenience due to his claim being declined and the delays cause him having to appeal that claim decline to this service. I can see the Investigator recommended a compensation amount of £100 to reflect this. Having considered the complaint, I'm satisfied this is a fair and reasonable sum in which to conclude this particular complaint.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint. I direct Fortegra Europe Insurance Company Ltd to:

- Repair the damaged recliner including replacement of the foam and fabric, as per the technician's comments.

- Pay £100 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 June 2025.

Stephen Howard
Ombudsman