

## **The complaint**

Mrs M complains that Fortegra Europe Insurance Company Ltd (Fortegra) declined claims she made under her furniture warranty.

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

## **What happened**

Mrs M purchased furniture (following a claim under a previous policy underwritten by a different provider) and alongside this she took out a five-year extended warranty underwritten by Fortegra. The policy covers, amongst other things, accidental damage and staining.

Mrs M made a claim to Fortegra under the policy for two separate issues. A specialist was appointed by Fortegra to carry out an inspection. Ultimately, the reported issues were declined by Fortegra based on exclusions under the policy terms.

As Mrs M remained unhappy, she approached the Financial Ombudsman Service.

One of our investigators looked into things and upheld the complaint. He said that Fortegra hadn't shown the exclusions had been applied fairly, so he recommended they reconsider the claim in line with the remaining policy terms. He also said Fortegra should pay Mrs M £100 compensation for the inconvenience caused.

Fortegra agreed to pay the compensation. However, they didn't agree to reconsider the claim as they said they were satisfied with the claim decision they'd reached. Fortegra asked for a final decision from an ombudsman and the case was passed to me to decide.

## **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 outcome as our investigator.

Mrs M's furniture warranty with Fortegra, amongst other things, provides cover for:

*"Years 1-5: a sudden and unintentional incident resulting in a stain or damage to your furniture."*

Mrs M made claims under the policy for:

*"My son put the recliner up whilst the couch was pushed against the radiator so it caught the back of the couch"*

This left a visible tear/hole in the back of the sofa. And separately:

*"I moved my two seater sofa and positioned under the front window, I have a Labrador dog. Someone came to my door and my dog just went wild jumped on the sofa and scratched the top corner with all the excitement."*

This caused some rips in the material.

Fortegra arranged for a technician to inspect the furniture. In relation to the hole in the back of the sofa, they said:

*"on the 3str (three seater) sofa the lhf (left hand facing) recliner the back section on the outside back there is a large hole in the fabric consumer advised this was caught against the radiator when children were jumping on sofa they pushed it back against the radiator and this is how the damage happened. Looks as though it may have been like this for a while due to contamination in the fabric"*

And in relation to the tears caused by Mrs M's dog:

*"on the 2str (two seater) rhf (right hand facing) back section there are 2 large tears in the fabric about 6inches in length consumer advised this was caused by dogs claws but there are only 2 tears which if this was dogs claws there should be more than 2tears. Can't verify if this was caused by dog or not as looks as though the damage has been there for a little time due to size of the damage looks as though may have happened then been left and has got worse over time."*

Initially Fortegra accepted the claim for the hole in the back of the three-seater sofa and replacement parts were ordered. But following internal review, Fortegra subsequently declined both claims, referring to the following exclusions in the policy:

**"SECTION 4 – WHAT IS NOT COVERED**

*Your product is not covered for:*

1. *Accidental staining or accidental damage which has occurred at different times and have been allowed to accumulate/worsen:*

.....

13. *deterioration of the product's appearance through normal use or general soiling including but not limited to wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest or dye transfer over an extended period of time"*

However, I don't think Fortegra has fairly declined the claims by applying these exclusions. I'll explain why.

Firstly, I don't think 4.13 outlined above is relevant. This is because neither of the reported issues have been caused by normal use or general soiling. Instead, they are separate holes and tears, due to separate unexpected incidents. So, I don't think Fortegra has fairly applied this exclusion as it isn't relevant to the circumstances or issues reported.

Secondly, I'm also not persuaded Fortegra has shown exclusion 4.1 applies either. There are two sperate incidents, one being a hole in the rear of the sofa, and second being tears in a different area caused by Mrs M's dog's claws. I don't think the images conclusively support that these have been allowed to accumulate or worsen over time.

In my view, the images clearly show the tears are something that could have been caused by a dog's claws, regardless of only two tears being present. Just because a dog has more

than two claws, doesn't mean that all claws would have caused individual tears. And I don't think the images conclusively support that this damage has been allowed to accumulate or worsen over time either. Given the location of the damage, it isn't immediately evident. So, it may have taken some time to be noticed and reported which *could* mean they've got worse, but there is no evidence to support that conclusively. In fact, Fortegra's own internal notes show they recognised that this couldn't be verified and to proceed with the claim before this part of the claim was then overturned. And despite Fortegra saying there was ingrained soiling and contamination in the area of damage showing it has been allowed to accumulate or worsen, I don't think the images support that either.

I also can't see any ingrained soiling or contamination in the separate hole in the rear of the sofa where it has caught on the radiator either. And again, it may have taken time to be noticed based on the location of the damage. But in any event, I don't think the images support there has been ingrained soiling, or this has been allowed to worsen or accumulate over time either.

Having considered all the information and images, I don't think Fortegra have acted fairly by declining the claims on the basis of the exclusions they've referred to outlined above.

Fortegra has also referred to a claim requirement under the policy which says claims must be reported as soon as possible and within 28 days of the event giving rise to the claim. But as outlined, it's unclear if the damage was reported outside of this timescale as I don't think it's been conclusively demonstrated that the damage has been allowed to worsen, or that there is ingrained soiling or contamination as Fortegra says. But in any event, as I say, due to the location of the damage, it might not have been visible immediately, so a delay in reporting a claim *could be* understandable in the circumstances.

As Fortegra have said, the general purpose of that claim reporting requirement timescale would be to give Fortegra the opportunity to carry out a repair before damage worsens and therefore not to prejudice their position. But the technician's reports on both areas of damage said replacement parts would be required (and one replacement part was ordered before later being overturned). There is no evidence to support that a repair was possible for either issue, or that it would have been possible, had things been reported sooner.

Therefore, even if there was a delay in reporting the claims (which hasn't conclusively been shown), and this was outside the 28 days outlined in the policy, it doesn't appear that this would have prejudiced a repair being carried out, as replacement parts were always likely going to be required in any event given the nature and location of the damage.

With the above in mind, I don't think Fortegra has acted fairly or reasonably by declining the claim. Therefore, I'll be directing Fortegra to reconsider the claim in line with the remaining policy terms.

Our investigator also recommended Fortegra pay Mrs M £100 compensation for the inconvenience caused and for having to live with the damaged furniture. Fortegra accepted the investigators recommended compensation. Having considered this further, I also agree that it would be reasonable for Fortegra to pay Mrs M £100 compensation as suggested by our investigator, so I'll also be directing them to pay this amount.

### **My final decision**

It's my final decision that I uphold this complaint and direct Fortegra Europe Insurance Company Ltd to:

- Reconsider the claim in line with the remaining terms and conditions of the policy
- Pay Mrs M £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 25 June 2025.

Callum Milne  
**Ombudsman**