

The complaint

Mr R complains that Helvetia Global Solutions Ltd ('Helvetia') declined his claim on a furniture warranty.

Helvetia uses a third-party company to administer these plans and handle claims, and all of Mr R's correspondence has been with this company – as well as the manufacturer – rather than directly with Helvetia. For the avoidance of doubt, any reference to Helvetia includes its agents, including the plan administrator.

What happened

Mr R bought a reclining sofa and chair in October 2021. At the same time, he bought a furniture warranty – underwritten by Helvetia – to cover accidental damage, staining, and structural defects to both products. In November 2024 the 'recline' function on the chair stopped working. Mr R made a claim under his warranty.

Helvetia appointed a technician to inspect the chair. The technician concluded that the left arm of the chair had been hitting the wall, obstructing the recliner's "*freedom of movement*" and putting pressure on the motor, causing it to fail. Helvetia said this meant the motor failure wasn't a structural fault or accident, so wasn't covered by the policy.

Mr R challenged this. He said, in summary:

- When he bought the chair, he "*specifically asked about the spacing requirements for the recliner*" and was told it could be placed 5-10cm from the wall. He positioned the chair in line with this guidance.
- The manufacturer instructions don't say the arms of the chair shouldn't be placed against a wall.
- He asked the manufacturer via its online chat function: "*does it matter about the space at the sides of the chair? I.e do I need to have the gap all the way around or would it be a problem if the left hand arm rest slightly touches the wall?*" The online agent replied: "*No the sides won't matter as nothing reclines put [sic] from the sides/arms.*"
- The technician left the chair in an unusable state.
- Helvetia's denial of his claim caused him financial and emotional stress.

Helvetia didn't change its decision, so Mr R brought his complaint to this service. Helvetia later acknowledged that it didn't reply to Mr R's request to restore the chair to the position its technician found it. It offered Mr R £100 to apologise for this.

Our investigator didn't recommend that the complaint should be upheld. He was satisfied that Helvetia's decision not to accept the claim was in line with the policy terms and supported by the technical reports. He also thought its £100 offer for poor service was fair. Mr R disagreed, so the case was passed to me to make a 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.

Mr R's policy covers his reclining chair for accidental damage, staining, and structural defects. It defines accidental damage as "*a sudden and unforeseen accidental event resulting in damage*" and structural defects as "*faults found outside of the manufacturer's or retailer's guarantee period that have occurred due to faulty or defective components*". The policy booklet gives examples of both. It also lists things that aren't covered, including "*any damage resulting from neglect, abuse, or misuse of the product.*"

I find:

- Mr R's description of the fault getting worse over several weeks suggests this wasn't a sudden and unforeseen accidental event. I'm satisfied that this isn't accidental damage, as defined by the policy.
- While the manufacturer guidance doesn't explicitly say how much room should be left at the sides of the chair, I think a reasonable person would assume it shouldn't touch the wall at all while in use.
- The two technical reports conclude the fault was due to the chair moving against the wall:
 - Helvetia's 10 December report concluded: "*There is evidence that chair has been catching wall on lhf arm as wall is marked. This would restrict free flow movement and could cause motor to short out.*"
 - The manufacturer's 2 April report noted the chair was "*catching on the wall.*" Under 'Final Conclusion' the report said: "*Incorrect usage*"
- Helvetia's technician's findings were reviewed by a senior colleague who agreed with his conclusion.
- Photos in both reports show marks where the chair has rubbed against the wall.
- I'm satisfied that Helvetia's technician believed he'd left the chair in a safe state, but Helvetia should have returned it to its original position when asked.

I know Mr R disputes the reports. He said: "*the original diagnosis was flawed and that the inspection by [Helvetia's] technician was incomplete.*" However, Mr R hasn't provided evidence to support this. I don't think the online chat with the manufacturer is conclusive for the reasons set out by Helvetia: first, the agent gave general advice about positioning the chair but didn't examine it himself; second, it's not clear whether he referred the question about space to the side of the chair to the in-house technician.

Helvetia offered to pay for an independent inspection and told Mr R it would review the claim if he provided this. I think that's fair. But without this, I find no reason to overturn the findings of the two experts who inspected the chair. They both conclude the motor failed because the chair was rubbing against the wall. In my opinion, that isn't a structural defect as defined by the policy. Instead, it's a result of Mr R's use of the product. I'm satisfied that Helvetia's position that the damage is excluded from cover was reasonable.

The manufacturer has since repaired the chair as a gesture of goodwill. I think that, plus Helvetia's £100 compensation for poor service, is a fair outcome in this case. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint because I think Helvetia's offer is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 27 August 2025.

Simon Begley
Ombudsman