

The complaint

Mr A complains about how Helvetia Global Solutions Ltd dealt with and settled a claim she made for damage to furniture.

What happened

In 2020, Mr A purchased several items of furniture, which included a 3 seater leather sofa, from a company that I'll refer to here as "S". At the time of Mr A's purchase he bought furniture protection plan insurance, which is underwritten by Helvetia. This policy of insurance covered Mr A's furniture against accidental damage and staining and structural faults for 5 years.

In February 2025, Mr A reported a claim to Helvetia. He said he'd noticed there were stains on his sofa, which he thought had likely been caused by a child in the household using multi coloured pens. He told Helvetia he wanted to claim for accidental damage to his sofa.

Helvetia instructed a technician to attend Mr A's property to inspect the sofa and determine the cause of damage. This visit took place on 10 February 2025, and the technician reported to Helvetia that there were multiple stains across different areas of the sofa. It said some stains were ink and some were glitter/sparkles. It didn't think these had all happened because of a one-off incident as there were too many instances of staining in too many different locations on the sofa.

Helvetia relied on the technician's opinion and repudiated Mr A's claim. It wasn't satisfied the damage observed had occurred because of a sudden and single incident. Instead, it thought the reported damage had accumulated over a period of time.

Mr A complained to Helvetia about its assessment of his claim. He argued that it wasn't possible to prove that the damage hadn't occurred during a one off incident and he said he'd reported the staining as soon as he'd noticed it.

On 19 March 2025, Helvetia issued its final response to Mr A's complaint. It didn't uphold his concerns about how it had settled his claim, which it stated had been correctly declined in line with the policy terms.

Being dissatisfied with how Helvetia had resolved his complaint, Mr A referred it to our service. Our investigator assessed the evidence provided and empathised with Mr A. But they didn't recommend upholding this complaint. They were satisfied the damage Mr A had reported to Helvetia hadn't occurred because of a one off incident. And they didn't think Helvetia had acted unfairly in assessing the damage to be an accumulation. They thought the policy terms had been applied reasonably in declining Mr A's claim. So, they didn't tell Helvetia to take any further action to resolve this complaint.

Helvetia accepted our investigator's view of this complaint, but Mr A disagreed and requested an ombudsman's review. I've therefore been asked to decide the fairest way of resolving this complaint.

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'm sorry to hear about the difficulties Mr A experienced here. I know he feels very strongly about this matter and I appreciate the reasons he brought his complaint to our service. However, while I sympathise with Mr A, the issue that I must determine is whether Helvetia made a mistake, or treated him unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here I must base my decision on the balance of probabilities. I've read and considered all the information provided by Mr A and Helvetia, but I'll concentrate my decision on what I think is relevant to decide the complaint, which is reflective of our approach in assessing complaints. This means that I may not comment on every written representation made.

Insurers must deal with claims promptly, fairly and must not unreasonably decline a claim – as set out in the Insurance Conduct of Business Sourcebook (ICOBS). I've considered this and the Consumer Duty together with other relevant rules and guidance when determining this complaint.

Based on the chronology of events, I'm satisfied that Helvetia proactively responded to Mr A's claim. I say this because it promptly acted on the claim made by him and instructed a technician to inspect the damaged sofa. The technician attended Mr A's home on 10 February 2025 and provided its report on the likely cause of damage the same day. I'm satisfied from the available evidence that this was the earliest opportunity the technician could visit Mr A's home and provide its report to Helvetia.

I'm also persuaded that Helvetia informed Mr A that it was declining his claim with full and coherent reasons once it had received the technician's report. By 13 February 2025, Helvetia had informed Mr A of the outcome of his claim. Overall, I'm satisfied there were no delays in how Mr A's claim was dealt with.

I'm aware that Mr A refutes Helvetia's reasons for repudiating his claim. So, I'll turn now to whether it acted fairly and reasonably when it declined his claim.

There's no dispute here that damage occurred to Mr A's sofa. But there's a dispute between him and Helvetia about the cause of that damage and the correct outcome of this claim.

Mr A's policy covers the furniture he purchased from S for accidental damage and staining and structural faults. However, *"the gradual accumulation of stain or dye transfer or by accumulated multiple stains or by unidentifiable stains"* is excluded under the policy.

Helvetia distinguishes its policy from a general cleaning or maintenance contract and clearly outlines that *"cover is not provided for staining or damage, accidental or otherwise, which has occurred or accumulated over a period of time"*. This is consistent with other furniture protection plan insurance policies of this nature.

For a claim to be successful, the onus is on a policy holder to show that there was a structural fault or that the damage or staining they're claiming for was caused accidentally.

Mr A's policy defines accidental damage as *"the sudden and unforeseen damage to the product(s) or the sudden and unforeseen contact between the product(s) and a substance resulting in a stain to the product(s)"*. Only damage occurring as a one-off event is covered by the policy.

Helvetia has declined Mr A's claim because it asserts that damage has accumulated over a period of time and has occurred to several areas of the sofa during that time. But Mr A contends that the damage to his sofa was caused by a child from his household using multi coloured pens on the same date.

I understand that Mr A is unhappy with the technician's assessment of his sofa and has disputed their opinion. But our service thinks it's right for an insurer to instruct a technician with expertise to inspect a customer's property to assist it in determining the cause of damage.

As our investigator explained, under the general principles of insurance law, where an insurer seeks to rely on a policy exclusion to repudiate a claim, the burden is on the insurer to show that the exclusion applies. Here, Helvetia appointed a technician to inspect Mr A's sofa. I can't fairly find it acted unfairly in doing so.

Helvetia's appointed technician attended Mr A's home on 10 February 2025 and based on their report I'm satisfied they examined the sofa and took photographs that corroborate their opinion on the likely cause of damage. I'm satisfied the technician was appropriately qualified to assess the damage reported and their report is sufficiently detailed to persuade me that a thorough inspection took place.

I've carefully considered the technician's report and the photographs they took of the damaged sofa. I've also considered Mr A's account of how he says the damage was caused. I understand that Mr A didn't instruct an independent technician to assess his sofa. So, there's no report to contradict the opinion of Helvetia's technician on the cause of damage.

While Mr A maintains that the damage to his sofa was all caused by a child from the household on the same day, Helvetia's appointed technician's opinion following inspection of the sofa pointed to accumulated damage occurring on separate occasions. I say this because they state in their report:

"There is a blue stain on the right hand front arm pad, green ink stains on the centre seat, centre back, right hand front seat and also a lot of little glitter spots, looks like a build-up over time, isn't a one off incident".

I'm satisfied that the photographs taken by Helvetia's technician depict damage that's consistent with their opinion on the cause of damage here. The images evidence multiple areas of damage and staining to different areas of the sofa, which have clearly been caused by multiple pens of different colours.

Based on the evidence I've seen, it would be difficult to argue that the damage that was observed by Helvetia's technician was caused by a one off event as is required by the policy for an accidental damage or staining claim to be successful. Even if the different pen marks had been caused on the same day this would still be an accumulation of damage or staining under the policy because it hadn't been caused by a single event.

I'm sorry to disappoint Mr A, but I'm he hasn't proven that the damage to his sofa was

caused accidentally. I'm persuaded it's more likely that the damage has accumulated over time using different pens.

In the overall circumstances I'm satisfied Helvetia acted fairly in determining the damage to be an accumulation. It's provided cogent and robust evidence to show it reasonably and fairly relied on the accumulation exclusion clause to decline this claim.

I realise that Mr A will be disappointed with this decision but I'm not upholding his complaint. And I won't be directing Helvetia to settle this claim. This now brings to an end what we, in trying to resolve Mr A's dispute with Helvetia, can do for him. I'm sorry we can't help Mr A further on this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 November 2025.

Julie Mitchell
Ombudsman