

The complaint

Mrs C complains about how Helvetia Global Solutions Ltd (HG) T/A Novus Underwriting Ltd dealt with and settled claims she made for damage to her furniture.

What happened

In 2020, Mrs C purchased two leather sofas. At the time of Mrs C's purchase she also bought a furniture warranty for each sofa. This policy is underwritten by HG and covers Mrs C's sofas against accidental damage, accidental staining and structural defects.

Mrs C's sofas were delivered on 3 December 2020 and her policy with HG commenced at that time for a period of 5 years.

In 2022, Mrs C made a claim under her furniture warranty for colour loss to the leather, which HG approved under the accidental staining section of her warranty. It was satisfied that there'd been spotting to the leather, which had been caused by contamination by a pet flea treatment. So, a repair was authorised.

On 25 February 2025, Mrs C reported two separate claims using HG's online claim portal for colour loss to her sofas and structural damage. She said there was colour loss to the leather of both sofas. She also thought the internal structure of three out of four arm tests were broken causing the sofas to feel unstable and lack support.

HG combined both claims and dealt with them together. It appointed a furniture technician to attend Mrs C's home and inspect her sofas. This technician visited Mrs C on 27 February 2025. During this visit they took photographs of Mrs C's sofas and compiled a cause of damage report, which they subsequently provided to HG.

HG's appointed technician attributed the colour loss to fading as a result of wear and tear. They said this had been likely caused by regular use of the sofas since they were purchased over four years previously. And they stated the damage to the sofa arms had likely been caused by excessive elbow pressure over the years. They weren't persuaded this had happened because of a structural defect.

HG relied on the technician's opinion on the cause of the damage and repudiated Mrs C's claims. It wasn't satisfied the damage observed was covered by the terms of the warranty and informed Mrs C it wouldn't be offering a repair or replacement of her sofas.

Mrs C complained to HG about its assessment of her claim. She was unhappy it had dealt with her claims together as she thought this had prejudiced her. She argued that the technician's inspection had been inadequate as they'd spent less than five minutes examining her sofas. And she stated that, because HG had repaired her sofa previously, it should approve her claims because the damage was the same indicating a recurring issue.

When HG responded to Mrs C's concerns, on 17 March 2025, it didn't uphold her complaint about how it had settled her claim. It stated there was no manufacturing defect identified by the technician who'd inspected Mrs C's sofas. And it said the colour loss was due to wear

and tear. It concluded the claim had been correctly declined in line with the warranty terms.

Being dissatisfied with how HG had resolved her complaint, Mrs C referred it to our service. Our investigator assessed the evidence provided and empathised with Mrs C. But they didn't recommend upholding this complaint. They were satisfied the damage to Mrs C's sofas hadn't occurred as a result of a single incident or due to a structural defect. So, they didn't think it had acted unfairly in declining Mrs C's claim.

HG accepted our investigator's view of this complaint, but Mrs C didn't disagree and requested an ombudsman decision. So, I've been asked the fairest way to decide 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 Mrs C experienced here. I know she feels very strongly about this matter, and I appreciate the reasons she brought her complaint to our service. However, while I sympathise, the issue that I must determine is whether HG made a mistake, or treated her 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.

I've read and considered all the information provided by Mrs C and HG, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

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.

The first part of this complaint is about whether HG made an error in declining to settle Mrs C's claim for colour loss to her leather sofas. So, I'll address that issue first.

There's no dispute that damage has occurred to both of Mrs C's leather sofas. However, there's a disagreement between Mrs C and HG about the cause of that damage and the correct outcome of this claim.

Mrs C's warranty with HG sets out in clear and unambiguous language how claims will be settled. The warranty states it provides cover for accidental damage, accidental staining and structural defects.

The warranty defines accidental damage as *"the sudden and unforeseen damage to the product(s) not otherwise excluded under this policy"*. Accidental staining is defined in similar terms as *"the sudden and unforeseen contact between the product(s) and a substance resulting in a stain to the product(s) not otherwise excluded under this policy"*. In relation to structural defects, the warranty terms explain that this applies to *"faults found outside of the manufacturer's warranty period that have occurred due to faulty or defective components"*.

As our investigator explained to Mrs C, for a claim to be successful the onus is on her to show that the damage she's claiming for was caused as a result of accidental damage, accidental staining or a structural defect. With a claim for accidental damage or staining, Mrs C must show what sudden and unforeseen, or one-off, event caused the damage or staining.

Within the warranty HG explains that this isn't "*a general cleaning or maintenance contract. As such, cover is not provided for staining or damage, accidental or otherwise which has occurred or accumulated over a period of time*". This is in common with most warranties, which exclude damage caused by wear and tear. So, what it says here isn't unfair.

In this case, HG has declined Mrs C's claims for colour loss to her sofas because it states this has been caused by the leather fading gradually. And having carefully reviewed the photographs taken by HG's technician, I'm satisfied they demonstrate colour fade. This appears to be concentrated on the chaise component of Mrs C's sofa and areas where the sofa would be sat on.

Mrs C has argued that the loss of colour is as a result of a manufacturing defect because she had a previous repair authorised by HG. But HG has shared information about that claim and I'm not persuaded it's connected to the current claim. I'll explain why.

I've seen evidence that, on 3 May 2022, a furniture technician assessed Mrs C's claim for what was found to be colour spotting to her sofa. The technician was satisfied this damage was consistent with natural flea treatment contaminating and staining the leather, which explains why the claim was authorised under the accidental staining section of Mrs C's warranty.

I understand that Mrs C has questioned whether the previous repair has failed. But there's no evidence that this is the case because that would have likely occurred within a few weeks of the repair having been completed – not almost three years later. So, I'm persuaded that's not what happened.

I'm satisfied that the colour loss Mrs C reported in February 2025 isn't spotting. Instead, there's evidence of extensive colour fade. Mrs C hasn't been able to explain how the colour loss occurred. And, based on the evidence I've seen, it would be difficult for Mrs C to argue that the colour fade has been caused suddenly by a single incident as is required for a claim under the accidental staining section to be successful.

I agree with our investigator, and HG, that this loss of colour is consistent with wear and tear. It's likely to have happened because of the leather aging over a period of time, exposure to sunlight through a window, natural oils and friction transfer that occurs when the sofa is sat on. Specifically, the pattern of colour loss is consistent with the impression or shape of a person sitting on the sofa regularly for many years.

I can see that Mrs C is unhappy that our service has referred to the age of her sofa within this complaint. But this is an important factor here as the sofa is over four years old and has been in regular use by Mrs C and her family. The colour loss depicted is in keeping with an item of furniture of this age that's been used daily. It isn't unreasonable this would be attributed to wear and tear. And, as I'm satisfied the damage is likely accumulated over a period of time as a result of wear and tear, I'm persuaded HG hasn't acted unfairly in declining Mrs C's claim under this warranty exclusion.

I'll turn now to Mrs C's concerns about how HG assessed her claim for structural damage and focus on that issue next.

Here Mrs C has stated she believes that a manufacturing defect has caused three out of four arm supports to collapse. But HG states this has been caused by excessive elbow pressure over the years.

The photographs that HG's technician took of Mrs C's sofas show the same indents in the three damaged armrests. I'm satisfied the photographs demonstrate that the shape and depth of the indents are consistent with an elbow and forearm and pressure from these body parts being applied when sitting on the sofa over a number of years. There's cogent evidence that elbow pressure has compromised the structural integrity of the armrests over time. And, while Mrs C states this demonstrates the sofa isn't fit for purpose, I don't agree.

There's no evidence that the indents have occurred because of faulty or defective components, which is what's required for a successful structural defect claim under the warranty. I'm persuaded that, as the same damage has occurred to two different sofas at the same time, this indicates the damage is more likely to be due to the way the sofa is being used rather than a structural defect.

I agree with our investigator, and HG, that if this damage had been caused because of a structural defect, this would have likely happened much closer to the time of purchase. I'm not persuaded it would have taken over four years for this damage to appear particularly given that the sofa was being used daily.

Mrs C hasn't disclosed any sudden event that led to the damage seen to the sofa armrests. So, I'm satisfied HG is unable to settle a claim under the accidental damage section of her warranty. Overall, as the elbow related damage occurred gradually, I'm persuaded HG acted fairly in declining Mrs C's warranty claim.

The third part of Mrs C's complaint is that she's unhappy with the assessment of the technician that attended her home on 27 February 2025. She's questioned the adequacy of their inspection because she states they spent under five minutes examining her sofas so will only have been able to conduct a cursory inspection.

I've carefully considered the report the technician provided HG. This confirms their visit length to have been 36 minutes in total. I understand that the majority of that time was spent by the technician obtaining photographs of the sofas and compiling their report. I can appreciate that Mrs C may have thought the technician didn't undertake a proper inspection. But their report is detailed. It provides a clear cause of damage opinion and contains numerous photographs, which clearly show the damage reported by Mrs C. The report is similar in detail and length to those seen by our service in similar claims. And it contains the information I'd expect to see. This all demonstrates that HG's technician undertook an appropriate inspection here. So, I'm not upholding this part of Mrs C's concerns.

I can appreciate why Mrs C is unhappy the HG relied on the opinion of its appointed furniture technician. But, as I'm satisfied an appropriate inspection took place, it isn't unreasonable for HG to use, and rely on, its technician's knowledge and expertise in assessing a claim. I haven't seen any evidence to indicate that the technician wasn't appropriately qualified. I'm therefore not upholding this part of Mrs C's complaint.

Mrs C has also complained that the technician's report was approved by a senior technician who didn't physically inspect her sofas. She believes this was simply a "*rubber stamping exercise*" by HG. However, I'm satisfied they were able to adequately see the damage Mrs C reported and assess her furniture claim using the clear photographs the technician had taken during their inspection. I'm not persuaded the outcome would have been changed by a separate visit to Mrs C's home, which would have caused additional inconvenience to her.

The final part of Mrs C's complaint is about the way in which HG dealt with her claims. So, I'll end with my findings about this.

I acknowledge that Mrs C is unhappy that HG dealt with her two claims together. It's clear she believes this caused her detriment. However, I'm not persuaded this has caused unfairness here. I'll explain why.

While Mrs C reported the damage to her sofas as two separate claims, it's clear from the available evidence that she raised both claims online at the same time. The claims related to two sofas, which were located at the same address. Had the claims been dealt with separately this would also have meant HG would have been able to charge Mrs C two separate excesses, which would have caused financial detriment.

Like our investigator, I'm also satisfied it wouldn't have been a reasonable use of resources to keep both claims separate as this would have meant that HG would have had to appoint two assessors to attend Mrs C's home on separate occasions. This would have caused Mrs C additional inconvenience, which HG had a duty to mitigate in the progression of her claim. I'm not persuaded that arranging separate assessments would have changed the outcome here for the reasons already outlined. And, overall, I'm persuaded Mrs C hasn't been disadvantaged in how HG handled her claim.

I realise Mrs C will be disappointed with this decision but I'm not upholding her complaint. This now brings to an end what we, in trying to resolve her dispute with HG, can do for her. I'm sorry we can't help Mrs C any further with 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 Mrs C to accept or reject my decision before 13 October 2025.

Julie Mitchell
Ombudsman