

The complaint

Mrs C complains about Millennium Insurance Company Limited (“Millennium”) for declining her claims for repairs to her sofa. She wants Millennium to accept the claims and recover the sofas.

What happened

Mrs C bought two leather sofas which were delivered to her in mid-July 2024. At the time of purchase, she also bought a 5-year warranty for the sofas. This cost £300.

The warranty covered accidental staining and accidental damage, along with structural defects.

Within the policy, it gave examples of what would, and would not be covered. These included:

“Examples of claims that would be covered by this policy include:

...

Last night, your cat was startled and caused a scratch to the arm of your sofa.

...

Examples of claims that would not be covered by this policy include:

Since owning your furniture, your dog has, on numerous occasions, caused multiple areas of damage.”

In early September 2024, Mrs C adopted a stray kitten. She initially kept the kitten upstairs, but in October allowed the kitten to have greater access to the house, as it was socialised further.

On 2 October 2024, the kitten was startled by a noise and ran across the sofa, causing a few scratches.

Mrs C submitted a claim on 3 October 2024, and a technician attended and carried out a repair on 9 October 2024.

Mrs C raised another claim on 21 October 2024. Mrs C reported that the kitten had been startled and had raced across both sofas, causing damage to both sofas.

A technician attended on 29 November 2024.

At that time, the technician noted that there were multiple scratches. The technician needed two bottles of dye which had to be ordered so it was agreed that the technician would return at a later date.

Mrs C submitted further claims on 15 December 2024 and 9 January 2024.

The technician then attended on 22 January 2025. He spent 2 hours working on one panel of the sofa. The technician noted extensive scratches across both sofas, on all panels of the sofas. The technician advised Mrs C that in their opinion the sofa could not be reasonably repaired and it may need to be re-covered.

The technician then left and submitted their report to Millennium.

On review of the technician's report, Millennium declined to cover the claims any further. It considered that Mrs C had failed to take adequate precautions to prevent damage, and that she had allowed damage to build up over time.

Mrs C complained to Millennium about its decision to decline the claims.

Millennium responded to Mrs C in mid-February 2025, maintaining its decision to decline the claims.

Mrs C was not happy and contacted us.

One of our investigators has looked into this matter and did not recommend that the complaint be upheld. They considered that it was reasonable for Millennium to conclude that Mrs C had not taken adequate steps to protect the sofa, and that the multiple instances of scratches was similar to the example in the policy of what would not be covered.

Mrs C did not accept that view and asked for an ombudsman 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.

I understand Mrs C's upset about this matter. She bought two expensive sofas and took steps at the point of purchase to ensure that they would be protected from damage.

I do, however, agree with my colleague and I do not uphold this complaint.

Mrs C took initial steps to keep the adopted kitten away from the sofas, and was successful in doing so until early October, when the first instance of damage occurred. She has provided evidence that she bought sofa throws which arrived around this time, to prevent marking of the sofas.

It quickly became apparent, however, that the throws were insufficient to prevent damage from the kitten's claws, as Mrs C submitted a further claim in October 2024.

The technician reviewed the condition of the sofas in November 2024 and although he thought that the scratches had built up, at that time he thought they were repairable.

By the time the technician next saw the sofas, in January 2025, he did not consider that the scratches could be repaired as they were extensive and he described them as being on every panel of both sofas. The photographs do show a large number of scratches.

There was therefore a significant worsening of the scratches between November 2024 and January 2025, during which time Mrs C had submitted two more claims.

I consider that the fact that the damage was still occurring beyond November 2024 is

evidence that Mrs C was not taking adequate steps to protect the sofas. That is not to say she was not taking any steps, but her efforts were not effective at protecting the sofas and preventing further damage.

I appreciate it is very difficult to prevent a kitten from accessing a living room and causing damage, but the damage which occurred was, by January 2025, much more like the example of what was not covered, rather than the example of the discrete damage which should be covered.

I therefore agree with my colleague and I think it was reasonable for Millennium to decline further claims for damage by the kitten.

I understand that this will be disappointing to Mrs C, but for this reason I do not uphold her complaint.

My final decision

For the reasons given above, I do not uphold Mrs C's complaint and I do not ask Millennium Insurance Company Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 28 October 2025.

Laura Garvin-Smith
Ombudsman