

## **The complaint**

Mrs S complains about how Fortegra Europe Insurance Company Ltd dealt with and settled a claim she made for damage to furniture.

## **What happened**

In September 2020, Mrs S purchased several items of furniture, which included 6 dining chairs, from a company that I'll refer to here as "F". At the time of Mrs S' purchase she bought furniture protection plan insurance, which is underwritten by Fortegra. This policy of insurance covered Mrs S' furniture against accidental damage and staining and structural faults for 5 years.

On 14 February 2025, Mrs S reported a claim to Fortegra. She said accidental damage had been caused to one of the dining chairs from a zip on clothing.

Fortegra instructed a technician to attend Mrs S' property to inspect the dining chair and determine the cause of damage. This visit took place on 12 March 2025, and the technician reported to Fortegra that the top layer of the Polyurethane (PU) leather on the dining chair seat was separating from the under layer on the front edge of the chair. It thought this damage had occurred over a period of time and was consistent with wear and tear.

Fortegra relied on the technician's opinion on the cause of the damage and repudiated Mrs S' claim. It wasn't satisfied the damage observed had occurred because of a sudden and single incident or that it had been caused by a zip tearing the PU leather.

Mrs S complained to Fortegra about its assessment of her claim. She stated the technician's assessment was flawed and referred to a previous visit to her home where she'd disputed the same technician's opinion regarding the cause of damage to another item of furniture. She wanted Fortegra to replace all her dining chairs under the policy because, by that time, F had discontinued the model of chair.

On 9 April 2025, Fortegra issued its final response to Mrs S' complaint. It didn't uphold Mrs S' concerns about how it had settled her claim, which it stated had been correctly declined in line with the policy terms.

Being dissatisfied with how Fortegra had resolved her complaint, Mrs S referred it to our service. Our investigator assessed the evidence provided and empathised with Mrs S. But they didn't recommend upholding this complaint. They were satisfied the damage Mrs S had reported to Fortegra hadn't occurred because of a single or sudden incident. And they didn't think it had acted unfairly in assessing the damage to be gradually occurring. They thought the policy terms had been applied reasonably in declining Mrs S' claim. So, they didn't tell Fortegra to take any further action to resolve this complaint.

Fortegra accepted our investigator's view of this complaint, but Mrs S 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 Mrs S 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 with Mrs S, the issue that I must determine is whether Fortegra 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.

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 Mrs S and Fortegra, 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 Fortegra proactively responded to Mrs S' claim. I say this because it promptly acted on the claim form Mrs S sent it on 14 February 2025 and instructed a technician to attend her home and inspect the damaged dining room chair. The technician attended Mrs S' home on 12 March 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 Mrs S' home and provide its report to Fortegra.

I'm also persuaded that Fortegra informed Mrs S that it was declining her claim with full and coherent reasons once it had received the technician's report. By 4 April 2024, Fortegra had informed Mrs S of the outcome of her claim. And five days later it had issued its final response to the complaint Mrs S raised about the decision to decline her claim. Overall, I'm satisfied there were no avoidable delays in how Mrs S' claim was dealt with.

I'll turn now to whether Fortegra acted fairly and reasonably when it declined Mrs S' claim.

There's no dispute here that damage occurred to Mrs S' dining chair. But there's a dispute between her and Fortegra about the cause of that damage and the correct outcome of this claim.

Mrs S' policy covers the furniture she purchased from F for accidental damage and staining and structural faults. However, "*damage that naturally occurs due to normal use and ageing*" is excluded under the policy. This is consistent with other furniture protection plan insurance policies of this nature.

In order for a claim to be successful, a policy holder must show that there was a structural

fault or that the damage or staining they're claiming for was caused accidentally.

Mrs S' policy defines accidental damage as "*sudden unforeseen and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches which have penetrated into the surface finish by over 1.5mm to the external surface of the item*". So, it's damage occurring as a one-off event as opposed to an accumulation of damage over a period of time.

Fortegra has declined Mrs S' claim because it asserts that damage has accumulated as a result of wear and tear. However, Mrs S refutes this. She contends that the damage to her dining chair was caused by a zip on clothing accidentally tearing the PU leather. And she's provided photographs of her other 5 dining chairs, which she argues show no evidence of wear and tear. She says this demonstrates that the technician's assessment of her dining chair and their opinion on the cause of damage is flawed and unreliable.

I'm aware that Mrs S has questioned the independence of the technician that inspected her dining chair. She says the same technician inspected a different item of furniture that was damaged previously and didn't provide a favourable report on the cause of damage, which resulted in a previous claim not being settled in her favour. But just because a technician has provided an opinion that doesn't favour the consumer, and has done so also previously, doesn't mean their integrity is compromised.

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. Here Fortegra appointed a technician to do that, and I can't fairly find it acted unfairly in doing so. 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 dining chair. I've also reviewed the photographs provided by Mrs S and her account of how she says the damage was caused. I understand that Mrs S didn't instruct an independent technician to assess her dining chair. So, there's no report to contradict the opinion of Fortegra's technician on the cause of damage.

While Mrs S maintains that the damage to her dining chair was caused by a zip on clothing tearing the chair's fabric, Fortegra's appointed technician's opinion following inspection of the chair was that the "*top layer was separate from the under layer on the front edge*".

I'm satisfied that the photographs taken by Fortegra's technician depicted damage that's consistent with their opinion on the cause of damage here. The images contained within the technician's report evidence several areas of damage to the front edge of the chair seat cushion, which includes multiple scratches or tears.

Based on the evidence I've seen, it would be difficult to argue that the damage that was observed by Fortegra's technician was caused by a single incident as is required by the policy for a claim under the accidental damage section to be successful. The damage shown in the photographs isn't consistent with a one-off incident such as a zip causing damage to the chair seat. I'm persuaded it's more likely that the damage accumulated over time as a result of wear and tear.

Mrs S has provided photographs of her other 5 chairs, which were bought at the same time as the damaged chair. The other chairs appear to be in better condition to the damaged chair. But, as our investigator explained, this doesn't necessarily rule out that the chair in question could've sustained damage due to wear and tear. The typical lifespan of PU leather is 2-5 years, which is in keeping with the age of the damaged dining chair. So, it's reasonable for the technician to say the damage observed is wear and tear of the PU

leather.

I'm sorry to disappoint Mrs S, but I'm not persuaded that she's proven that the damage to her chair was caused accidentally as the policy requires. In the overall circumstances I'm satisfied Fortegra acted fairly in determining the damage to be an accumulation. It therefore acted fairly in relying on the wear and tear exclusion clause to decline Mrs S' claim.

I realise that Mrs S will be disappointed with this decision but I'm not upholding her complaint and I won't be directing Fortegra to settle this claim. This now brings to an end what we, in trying to resolve Mrs S' dispute with Fortegra, can do for her. I'm sorry we can't help Mrs S 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 Mrs S to accept or reject my decision before 14 November 2025.

Julie Mitchell  
**Ombudsman**