

The complaint

Mr M complains about the decline of his extended warranty claim, underwritten by Fortegra Europe Insurance Company Ltd ('Fortegra').

Any reference to Fortegra as the underwriters (insurers) of this policy includes the actions of any agents acting on their behalf.

What happened

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr M bought a sofa set in October 2021 and at the same time purchased a five year 'care plan'. This protected his purchase from accidental damage and accidental staining. In April 2025, Mr M made a claim on his policy for leather that was peeling away. Fortegra declined the claim as they said the damage had occurred gradually.

Unhappy, Mr M raised a complaint. Fortegra didn't uphold the complaint and Mr M referred it to our Service for an independent review. Our Investigator considered the complaint and recommended that it be upheld. Fortegra didn't accept the Investigator's recommendations, and the complaint has been referred to me for a 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The starting point with any insurance claim is the insured (Mr M) must reasonably show that an insured event covered by the policy has occurred. If he can, the onus then passes to the insurer (Fortegra) to accept and settle the claim in line with the policy terms, or show that a policy term or exclusion fairly applies that allows them to decline the claim or limit their claim outlay.

Mr M claimed for 'peeling leather' on his sofa. Fortegra declined this claim as they said "*contamination in the leather has caused the leather to fail, we believe the damage to have occurred over time...*". They referred to the following policy terms:

"The Policy does not cover for damage that naturally occurs due to normal use and ageing or for your product becoming gradually dirty and out of condition over time"
And;

"Your product would not be covered for: deterioration of the products appearance

through normal use or general soiling, including but not limited to wear on high areas of traffic e.g. arm rest, or a build-up of oils on a headrest or dye transfer over an extended period of time.”

I've carefully considered the available evidence and on balance, find that Fortegra have unfairly declined this claim for the following main reasons:

- This extended warranty was intended to provide cover for up to five years. At the point Mr M made his claim, he had approximately two years of the warranty period still remaining. The relevant part of cover states (under section 3, what is covered): *“Years 3-5, from the end date of the 2-year manufacturer or [retailer’s name redacted by Ombudsman] guarantee : broken zips, broken or breaking stitching, seams splitting, broken buttons, **peeling or cracking of leather as a result of a defect**, separation of layers in synthetic fabric.”*
- Fortegra have said contamination was found in the leather that has caused it to fail (and provided a photo). However, they've also confirmed that heating didn't identify the contaminants as being oil based. Therefore, Fortegra haven't reasonably shown that there is a link between what they found (contaminants) and the damage being claimed for.
- I've considered Fortegra's comments about the sofa being *‘heavily polished with an extremely high sheen’*. Mr M has said he maintained the sofa in good condition. Fortegra have referred to the sofa having a heavily polished, high sheen appearance. But they've not shown that any polishing action carried out by Mr L has caused or contributed to the damage being claimed for.

We asked Mr L for the name of the product used and I note Fortegra also took a photo of the product information. No evidence has been provided by Fortegra that the product used was unsuitable, and I note it is for use on *“all leather types”*. In addition, if the product was unsuitable, it would reasonably be expected that damage would be evident on many other parts of the sofa set.

The product information states the key features as:

- *“Quickly and easily cleans leather, even with deeply embedded dirt*
- *Prolongs the life of leather*
- *Protects leather against stains, spills, and ink”*
- Fortegra have said in their technician's notes: *“Deterioration developing over significant period starting as “blister” on surface”*. This is disputed by Mr M who has said *“They claim it had heavy use. The couch is hardly used...They said it blistered first. It did not, it just started peeling. Anytime you sat on it, bits would come off stuck to your clothing...All other seats...have had more use than that one cushion.”* I also note from the claim submission notes, Mr M answered 'No' to a question about whether the issue had built up over a period of time. I have found Mr M to be a reliable and consistent witness when providing evidence.

No evidence has been provided by Fortegra that the areas affected by the peeling were because of unusual or unreasonably excessive use of the sofa. Therefore, I find that Fortegra have been unable to fairly show that the policy exclusion relating to normal use and ageing over time (term 4.13) fairly applies here.

- In response to our Investigator's assessment, Fortegra told us *“The extent of the peeling is due to the use of the item. If there was a defect to the leather we would believe this to become apparent quickly after delivery, rather than over a period of 3 years and 4 months, the time the consumer has used this item, and the polishing over time has caused the leather to peel.”*

I find that this statement doesn't stand up to scrutiny as 1- Mr M has confirmed the affected cushion was used no more frequently than the other cushions and 2- nothing at all has been provided to support the product Mr M used has caused the damage being claimed for.

As stated above, if there was a problem with the product used, it would be expected that damage would be present on many other parts of the sofa.

The service provided

Our Investigator recommended that Fortegra pay Mr M £75 in recognition of unfairly declining this claim. I've considered Fortegra's responsibilities under ICOBS 8.1, The Consumer Duty and treating customers fairly - alongside our published guidelines on these types of awards. On balance, I find £75 to be broadly fair when considered alongside the impact on Mr M.

Putting things right

Fortegra Europe Insurance Company Ltd needs to:

- Pay Mr M £75 in recognition that this claim was unfairly declined.
- Reconsider the claim in line with the remaining policy terms.

My final decision

My final decision is that I uphold this complaint. Subject to Mr M accepting the decision before the deadline set below, I direct Fortegra Europe Insurance Company Ltd to follow my direction, as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 March 2026.

Daniel O'Shea
Ombudsman