

The complaint

Mrs S complains Acasta European Insurance Company Limited (Acasta) has declined the claim she made under her furniture protection insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In 2021 Mrs S bought a sofa and purchased an insurance policy alongside it. The policy is now underwritten by Acasta. In May 2025 Mrs S submitted a claim under her policy as she noticed several cracks developing on one of the seats. Following an investigation which included arranging for a technician to inspect the sofa, Acasta declined the claim. Mrs S raised a complaint about this decision.

On 13 June 2025 Acasta issued Mrs S with a final response to her complaint. It said its technician had concluded the damage had occurred over time and there was no evidence of a manufacturing fault. It said the policy excluded claims for damage consistent with wear and tear or anything that happens gradually. So, it didn't change its decision on the claim. Mrs S referred her complaint to this Service.

Our Investigator looked into things but didn't uphold Mrs S's complaint. Mrs S didn't agree with our Investigator. She provided a detailed response but in summary she said the suite included three seating panels, but only one was damaged which was a red flag for a material or manufacturing fault, not simply wear and tear. She also said the technician report was extremely limited and superficial. And the technician was also sympathetic and agreed verbally that the issue was a flaw.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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 want to acknowledge I've summarised Mrs S's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mrs S and Acasta I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Acasta shouldn't unreasonably reject a claim.

The terms of Mrs S's policy explain her furniture is covered for stain damage, accidental damage and structural defects. However, the terms also explain any damage due to wear or tear or that happens gradually over time is excluded.

Following Mrs S reporting her claim, Acasta sent a technician to inspect the sofa. In their report the technician has written:

'What is the issue: Creases on seat cover on RHF side. This has caused the leather to start peeling in this area over time.

How did it happen: Creases and folds causing peel on leather. I have conducted a wet rub test that shows minimal contamination, also no faults with leather. These are natural creases which can cause leather to peel.'

Under the cause of the issue, they have written:

'Wear & tear consistent with use.'

I think it was reasonable for Acasta to rely on the opinion of the technician when concluding the damage to the sofa was due to wear and tear rather than a manufacturer fault. The technician is the expert in the field and had inspected the sofa in person before making their decision.

I acknowledge Mrs S has said the technician report is limited and superficial and the report doesn't match what the technician said to her in person. However, I think the report provides sufficient detail to allow Acasta to rely on it, and the technician is clear in their conclusions that the damage isn't due to a fault with the leather, but due to wear and tear over time.

Mrs S has explained the reasons she believes the damage is due to a manufacturer fault and not wear and tear. However, I don't think this is more persuasive than the conclusions reached by the technician. As explained, the technician is the expert in the field, and I've not seen anything from someone similarly qualified disputing the conclusions reached by the technician.

I'm aware this will be disappointing for Mrs C given how strongly she feels the damage to her sofa is due to a manufacturer fault. However, I think Acasta have fairly considered the evidence available and it was reasonable for it to decline her claim.

My final decision

For the reasons I've outlined above, I don't uphold Mrs S's complaint about Acasta European Insurance Company Limited

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 23 March 2026.

Andrew Clarke
Ombudsman