

The complaint

Mr G is complaining that a repair completed as part of a claim he made on an extended warranty policy – underwritten by Acasta European Insurance Company Limited – wasn't carried out properly.

What happened

In January 2022, Mr G bought a new sofa and also took out an extended warranty policy underwritten by Acasta. This also included coverage for accidental damage. The policy was administered by a third-party company – who I shall refer to as E. In December 2023 Mr G contacted E to report issues with the sofa. He said there was a manufacturing defect, but also said one of the seat cushions had become damaged by an oil spill.

After discussion with Mr G, E arranged for replacement seat covers to be sent to him. They arrived in March 2024. Mr G says, due to challenging personal circumstances, he wasn't able to book in an appointment to fit the replacement cushions. So he says they couldn't be replaced until October 2024.

However, a couple of months later Mr G contacted E again to say one of the seat cushions had faded already. So he said it was a manufacturing defect. E arranged for an inspection. But it ultimately declined the claim as it said the policy didn't cover colour fading of cushions.

Mr G complained about E's decision. He reiterated the cushions were replaced under the warranty policy. So he maintained he was entitled to have them replaced. E didn't change its stance, so Mr G referred his complaint to this Service.

Since doing so, Acasta advised this Service it had ended its arrangement with E. But it said its records show that the cushions were replaced by E in April 2024. And it says it believed Mr G made a further claim for a manufacturing defect after this. And it believed the cushions were replaced through this and not through the insurance policy.

Our Investigator upheld this complaint. She said Mr G had shared his personal circumstances and she was persuaded that he didn't have the cushions replaced until October 2024. She also said Mr G had provided an email E had sent him confirming there wasn't an appointment in April 2024 because Mr G didn't contact it.

So the Investigator was satisfied the replacement provided under the accident damage policy hadn't been lasting and effective. And she said Acasta should replace the cushion covers and pay Mr G £100 in compensation.

Acasta didn't accept the Investigator's opinion. It said E had charged it for the works in April 2024, so it maintained the replacement had been completed then. And it still believed these were subsequently replaced again by the manufacturer. So it didn't believe this damage was related to the accidental damage insurance policy.

As Acasta didn't agree with the Investigator's opinion, the complaint's 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've decided to uphold this complaint and I'll now explain why.

All parties accept the damaged cushion was replaced in October 2024. And they also agree that whichever business arranged for this replacement is liable for the resultant damage. So I don't need to consider this in this decision. The only issue for me to decide is who arranged the replacement in October 2024.

My role is to decide what I think was most likely to have happened. However, for me, it's clear that the cushions fitted in October 2024 were the ones E supplied in March 2024. And I've found Acasta's responses to the Investigator's opinion to be disappointing.

Acasta's sole argument here seems to rest around the fact that E charged them for carrying out the replacement and a document confirming this happened. But Mr G didn't sign this document. And, by its own admission, it had concerns surrounding some of the documents E had provided it.

On the other hand, Mr G has been consistent throughout in his testimony. He has given a detailed explanation of everything that was happening with him and his family at the time. I can understand, based on this, why arranging the cushion cover change wasn't a priority. Finally, he has provided an email from E (which Acasta has been provided a copy of) which says:

"According to our records, there was no physical appointment on 24/04/24.

An online appointment was scheduled for 23/04/24 so that a warranty technician could 'charge and close due to no contact. There had been a left-hand-facing cover on order for you.

As such, there is no actual report for the 23rd or 24th of April 2024."

I'm satisfied this email shows E closed the claim down and charged Acasta for the work, despite the work being finalised. It was only when Mr G contacted E months later to have the cushions changed that the work actually took place.

So I'm satisfied it's the cushion E fitted as part of the accidental damage claim that's failed. And all parties accept that the cushion should have lasted more than a few months to be considered a lasting and effective repair. So I'm satisfied that E didn't fulfil Acasta's function under the contract sufficiently. And, so, I agree with the Investigator that it should arrange to replace the cushion covers.

Acasta has already agreed to pay the £100 in compensation and Mr G hasn't made any submissions surrounding this amount. So I also see no reason to award a different amount to this. So I require Acasta to pay this to Mr G too.

My final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Acasta European Insurance Company Limited to do the following to put things right:

1. Arrange to replace the cushion covers; and

2. Pay Mr G £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 22 December 2025.

**Guy Mitchell
Ombudsman**