

The complaint

Mr G complains Acasta European Insurance Company Limited unfairly declined a claim under his furniture insurance policy.

What happened

The details of this complaint are well-known to the parties, so I won't repeat them again. Instead, I'll focus on the reasons for my 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.

Mr G purchased leather sofas in 2022 along with furniture insurance (a warranty). This covered him for leather stains, accidental damage, and structure defects, amongst other things. Mr G claimed on the policy in April 2023 for leather peeling and scuffs. He says the two-seater sofa related to this claim was replaced. He made a further claim in October 2024 as a leather sofa was scuffed and peeled.

Acasta appointed an agent to inspect the damage. Acasta later declined to assist Mr G under the policy, as it said the damage being claimed for was a build-up of damage over time, and the issue appeared related to general wear and tear, rather than structural defects to the fabric.

I am satisfied Acasta's decision to decline to assist Mr G under the policy was a fair and reasonable one, and not contrary to the evidence available to it at that time. This is for the following key reasons:

- Mr G's policy responds to a range of perils such as stains, accidental damage, or structural defects, but not every eventuality. And while I sympathise with Mr G, the policy doesn't respond to damage that is consistent with wear and tear.
- Mr G argued the damage is a recurring defect pattern, as it's the same peeling and scuffing that have occurred on all three sofas (with one being previously replaced), and this shows a material defect, rather than wear and tear. He also says this is supported by the limited use of the sofas, and their early failure.
- While Mr G's position on the above point is an understandable one, I've not seen compelling evidence from Mr G that supports this view (that the problem is a material defect rather than wear and tear). Rather, Acasta provided compelling supporting evidence to the contrary following an inspection. I've reviewed the inspection report which set out, in summary, no faults were found. And while damage was present (multiple scuffs and scratches), this was not the result of a manufacturing defect, but a build-up of scuffs overtime.
- I find the report to be persuasive, conclusive, and supported by photos where areas

of leather peeling and scuff marks can be seen around the arm rest and sofa cushions. I note Mr G argues the inspection had limitations, as this was purely visual and material wasn't inspected. But I'm not satisfied the evidence supports the inspection was inadequate nor inappropriate, given the damage was inspected in person by someone I am satisfied – in the absence of any evidence to the contrary – was suitably qualified to inspect and report on the damage for insurance-validation purposes.

In conclusion, I am satisfied Acasta's decision not to assist Mr G with this claim under the policy was a fair and reasonable one, and not contrary to the evidence available to it at that time. So, it follows I don't require Acasta to take any further action.

For completeness, I've also reviewed the level of customer service provided to Mr G. I'm aware he's dissatisfied with having to engage with several entities, and this could have impacted how the evidence was reviewed. But I don't find this was the case given what I've set out above. Overall, I find Acasta's handling of this matter was satisfactory. I say this because I find it considered Mr G's claim fairly, shared its claim decision with Mr G within a reasonable time, and engaged with Mr G's follow-up concerns. So, it follows I don't find compensation is appropriate.

I also note Mr G has said he feels the policy was mis-sold to him. It's my understanding the policy was sold at the time he originally purchased the sofas in 2022, and the policy was sold by the retailer. As I'm not satisfied Acasta were responsible for selling this policy, it follows I won't be making any comment on the sale of the policy in my decision regarding Mr G's complaint about Acasta.

I accept my decision will disappoint Mr G. But it ends what we – in attempting to informally resolve his dispute with Acasta – can do for him.

My final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 15 May 2026.

Liam Hickey
Ombudsman