

The complaint

Mrs V complains that Fortegra Europe Insurance Company Ltd declined a claim she made under her furniture protection insurance policy.

Fortegra is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Fortegra has accepted it is accountable for the actions of the agents, in my decision, any reference to Fortegra includes the actions of the agents.

What happened

Mrs V made a claim for damage to her dining table under her furniture protection insurance policy with Fortegra.

Fortegra arranged for a technician to attend. The technician concluded that most of the damage to the table was caused by wear and tear.

Fortegra arranged for a previous repair that had failed to be fixed. But it said the rest of the damage was not consistent with a single incident and it was unable to process Mrs V's claim further.

Mrs V made a complaint, but Fortegra maintained its position. So, she asked the Financial Ombudsman Service to consider the matter.

Our investigator didn't think Mrs V's complaint should be upheld. She thought Fortegra had acted fairly, in line with the policy's terms and conditions.

Mrs V disagreed with our investigator's outcome. She said she couldn't understand why her claim for three dot marks, which were caused by accidental damage when a hot/sticky item was placed on the table, had been rejected. So, 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.

Having done so, I've decided not to uphold Mrs V's complaint. I'll explain why.

The policy's terms and conditions sets out the intention of the cover. The most relevant here is to provide:

“cover for individual incidents of accidental staining and accidental damage for 5 years.”

Under “*what is covered*”, the terms and conditions say the cost of repair is covered in the event of:

“a sudden and unintentional incident resulting in a stain or damage to your furniture...”

Fortegra says the damage to the top of Mrs V's table isn't covered by the policy because it appears to have happened gradually.

Under “*what is not covered*” the policy’s terms and conditions list a number of exclusions including:

- *“accidental staining or accidental damage which has occurred at different times and have been allowed to accumulate/worsen...”*
- *abrasions that are caused by daily use and cleaning over a period of time.”*

The technician who attended in April 2025, noted the following in their report:

“There were scratches and food stains all over the marble dining table top, even though these were hard to image. The customer said she was unsure how the damage occurred. This is clear wear and tear in my opinion. The different locations of damage, the fact the scratches were going in all directions and some of the food stains looked more faded than others are all clear evidence of a build up.”

Mrs V has provided some photographs of marks on her table. She says she believes these stains may have been caused by something potentially stuck to the bottom of a pan. She says she raised this directly with the technician who attended, making them aware that it could have been debris adhered to the pan rather than general wear and tear. She tried to scrub the marks off which is why they may have faded. She says the substance has been etched onto the table.

I appreciate Mrs V is of the opinion that certain marks on the table may have been caused when a pan was placed on it. However, she didn’t appear to have been able to identify a single one-off incident that caused the damage when she made her claim.

According to Fortegra’s notes, when Mrs V initially made her claim, she said there were three dot marks on the table surface towards the end. There were also scratches all over the table from putting plates on it and wiping it. There’s no mention of a one-off incident having caused the damage. Moreover, the attending technician noted that Mrs V was unsure how the damage occurred.

I haven’t seen any expert evidence to contradict Fortegra’s technician’s professional opinion that the damage was caused by a build-up, rather than a one-off incident of accidental damage. So, while I appreciate my answer will be disappointing for Mrs V, I think Fortegra’s decision to decline her claim was fair and reasonable, in line with the policy’s terms and conditions.

My final decision

For the reasons I’ve explained, I don’t uphold Mrs V’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs V to accept or reject my decision before 13 April 2026.

Anne Muscroft
Ombudsman