

The complaint

Mr B complains that Fortegra Europe Insurance Company Ltd (“Fortegra”) declined a claim he made for damage to his sofa under his furniture protection insurance policy.

What happened

Mr B purchased a sofa which was delivered in December 2022. At the same time he took out a five year extended warranty. After two years of normal use he noticed the material had started to peel away leaving visible white patches.

Mr B got in touch with Fortegra who appointed a technician to attend Mr B’s property to inspect the sofa and determine the cause of damage. The technician reported to Fortegra that the damage was the result of normal wear and tear caused by contact with hair and body oil over time.

Fortegra relied on the technician’s opinion on the cause of damage and declined the claim. Mr B didn’t agree with Fortegra’s assessment. He says a sofa should last between seven to ten years and should not deteriorate after just two. Mr B feels the warranty was mis-sold, he paid just over £250 for added protection and says Fortegra failed to honour this. So he complained to Fortegra.

Fortegra issued its final response. It didn’t uphold Mr B’s concerns about how it had dealt with his claim, which it stated had been correctly declined in line with the policy terms.

Mr B remained dissatisfied so referred his complaint to this Service. Our Investigator assessed the evidence provided and empathised with Mr B. But didn’t recommend upholding the complaint. The Investigator was satisfied the damage Mr B had reported to Fortegra hadn’t occurred because of a single sudden incident. And he didn’t think it had acted unfairly in assessing the damage to be gradually occurring. He thought the policy terms had been applied reasonably in declining the claim. So he didn’t think Fortegra needed to take any further action.

Mr B disagreed and requested an ombudsman review the complaint. The complaint has therefore come 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 should explain that I won’t be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I’ve focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve disputes quickly, and with minimum formality. However I want to assure both parties I’ve read and considered everything provided.

The warranty covers sudden damage for five years. The terms refer to, “*a single incident of accidental staining from any substance*”, so I think the term is clear that it refers to a one-off sudden incident rather than any accumulation of damage occurring over a period of time.

There is no dispute here that damage occurred to Mr B’s sofa. But there is a dispute between Mr B and Fortegra about the cause of that damage and the correct outcome of this claim. The damage reported was peeling to the surface of the left hand facing sofa cushion that just appeared.

Our Service thinks it’s right for an insurer to instruct a technician with expertise to inspect a customer’s property to assist it in determining the cause of damage. Here, Fortegra appointed a technician to do that, and I can’t say it acted unfairly in doing so. I’m satisfied the technician was appropriately qualified to assess the damage reported and the report is sufficiently detailed to persuade me a thorough inspection took place.

Based on the evidence I’ve seen it would be difficult to argue the damage that was observed by Fortegra’s technician was caused by a single incident as is required by the policy. The damage shown in the photographs isn’t consistent with a one-off incident. I’m persuaded it is more likely the damage accumulated over time.

The technician’s report is clear the damage has been caused by external contamination from head/skin oils which has damaged the fabric. The report confirms it happened over time. The technician explained their professional opinion persuasively. And I haven’t seen any evidence to challenge the technician’s opinion. So, on balance, I’m satisfied it was fair for Fortegra to decline the claim based on the available evidence. Mr B is entitled to take professional advice about the damage and share it with Fortegra, in which case I’d expect it to consider the matter further.

Mr B maintains the sofa should last in excess of the two and a half years when the damage was noted and reported. That may be the case. But that isn’t something I can consider here since I’m looking at the terms of the policy and the damage being claimed for. So I don’t think it would be fair for me to conclude there is a wider issue relating to the material and quality of the sofa.

The technician’s report explains their position and sets out their reasoning for it. Without any evidence to dispute the findings, I’m satisfied Fortegra acted fairly here.

My final decision

My final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 20 March 2026.

Kiran Clair
Ombudsman