

## **complaint**

Mrs M complains that Pinnacle Insurance Plc declined her claim.

## **background**

Mrs M has a sofa that was covered under a warranty with Pinnacle. She contacted Pinnacle because of staining on the sofa. Pinnacle sent her some cleaning solution to use on the stains. Mrs M used the cleaning solution but the staining remained and, she said, the situation was worsened because the cleaning solution caused large watermarks. Mrs M contacted Pinnacle again and was told to complete a claim form. Pinnacle declined the claim because the staining had occurred over a period of time.

Mrs M complained to Pinnacle. She said that the cleaning solution had made the old stains worse and had caused new stains. She said that she had told Pinnacle about the existing staining when she made the claim. Pinnacle sent a furniture technician to inspect the sofa. The furniture inspector noted that *'the armchair itself is stained in multiple areas on the seats and inside arms in which some of the stains cannot be identified due to the stains being dried into the fabric. There is no guarantee of being able to remove any of the stains as the customers delay in reporting the issues has been detrimental in our ability to be able to remove them'*.

Pinnacle declined the claim because the staining was consistent with spillages having built up over time. It did not accept that the cleaning solution would have caused any damage to the sofa if used properly. It also said that Mrs M had failed to report each incident *'as soon as practicable'* and that Mrs M's failure to report the damage had prejudiced its ability to affect a repair – ie there was no guarantee that it would be able to remove the stains.

Mrs M has complained to this service. She believes that Pinnacle had accepted her claim and then changed its mind. She is unhappy that Pinnacle won't take responsibility for the stain that prompted the initial call or the fact that its cleaning product damaged her sofa further. She has also suggested that the policy was mis-sold.

Our adjudicator did not feel that the complaint should be upheld because she did not feel that Pinnacle could be held responsible for the build-up of stains on Mrs M's sofa. She also commented that she could not see from the photographs that the cleaning solution had made the staining worse.

Mrs M has asked for her complaint to be reviewed by an ombudsman. She accepts that Pinnacle is not responsible for staining that had occurred over time but maintains that it was liable for the stain that prompted the initial call.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

### *the claim*

When Mrs M first informed Pinnacle about the damage, the operator said she would send Mrs M a cleaning solution so she could remove the stains herself. She was sent a bottle of

cleaning solution to treat all the stains and she now believes that, at that point, Pinnacle had accepted the claim.

I have seen the leaflet that accompanied the cleaning solution, which states '*if you do have appropriate coverage, there are several ways we can resolve your claim*'. I therefore understand why Mrs M thinks that when it sent her the cleaning solution, Pinnacle had accepted her claim. However, the cleaning solution was sent out before Mrs M had completed a claim form therefore I don't think that Pinnacle had accepted the claim at that stage. Therefore, in my view, sending out the cleaning solution didn't mean that Pinnacle was under an obligation to settle the claim if the problem persisted.

Mrs M accepts that, her sofa was stained in a number of places, and has said that she does not expect Pinnacle to pay to have all of the stains removed/repaired. When she first contacted Pinnacle, she said the sofa had suffered staining the previous day and over time. She thinks that Pinnacle should repair the particular stain that prompted her initial call. However, on the claim form she described the damage as '*coffee/wine spills, grease from sausage rolls, chocolate and unknown*'. The claim form does not note which stain was the most recent. The explanation for how the damage occurred was '*accidental damage when transferring cup/glass to table, chocolate dropped without realising, sausage roll dropped by my elderly mother in law*'.

The policy does not provide cover for '*build up, staining/damage which has occurred over a period of time and or not reported at the time of occurrence*'. I have looked at the claim form and it is clear that Mrs M was claiming for a number of stains, which happened in various ways, over a period of time. Therefore, I do not think it would be fair or reasonable to expect Pinnacle to repair the final stain simply because it was the most recent. I also accept that the fact that many of the stains were left untreated meant that Pinnacle was unable to remove them and that the fact that the sofa needed cleaning generally would have affected its ability to successfully remove the stain. In these circumstances, I find that it was fair and reasonable for Pinnacle to have declined the claim for the reasons that it did.

#### *the watermarks*

Mrs M has reported that the cleaning solution caused the appearance of watermarks on her sofa. A furniture technician also tried to remove another stain (which was the subject of a separate claim) and this too resulted in a watermark. I have looked at the photographs and I can clearly see the watermarks.

Pinnacle has said that the product would not have caused any damage if it was used properly and I note that Mrs M was given instructions concerning the use of the product. Pinnacle's technician said that Mrs M had never had the sofa professionally cleaned and that the build-up of staining was inevitable. He said that the stains would need to be dry-cleaned and that there was no guarantee that they could be removed. He added that further attempts to remove the stains would result in further watermarks.

It seems that Pinnacle accepts that the use of the cleaning solution caused the watermarks but that this was because the sofa had never been cleaned. It is possible that the watermarks would fade or disappear if the sofa was professionally cleaned. If Mrs M wanted to show that the cleaning solution had caused extra staining to the sofa (rather than just watermarks) then I would expect to see evidence from a furniture expert. As this evidence isn't available, I have no choice other than to accept what Pinnacle has said. I therefore find that Pinnacle is not responsible for the current condition of Mrs M's sofa.

*mis-sale*

Mrs M has suggested that the policy was mis-sold. Generally, when we consider whether a policy has been mis-sold we will consider the circumstances of the sale to decide whether a consumer has been sold a policy which didn't suit their needs. In Mrs M's case, I have not seen any evidence that a mis-sale has occurred. Pinnacle declined her claim because the damage was excluded under the policy and not because of anything which could be attributed to the policy having been mis-sold.

**my final decision**

I understand that Mrs M will be disappointed but for the reasons outlined above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs M to accept or reject my decision before 30 October 2015.

Carolyn Bonnell  
**ombudsman**