

## **complaint**

Mrs S is unhappy that Assurant General Insurance Limited has declined a claim for peeling leather under her 'Guardman' branded warranty policy.

## **background**

Mrs S made a claim to Assurant in January 2015. This followed damage to a sofa in her three piece suite. This consisted of peeling of leather to the headrest part of the sofa. She had previously had a repair done to the same area by the manufacturer. The technician found body oil in the area. Assurant concluded that the damage was caused by staining, not a structural fault. It said that this was due to a build-up of body oils in the damaged area. It declined the claim.

On referral to this service our adjudicator thought that the complaint should be upheld. She didn't think that Assurant had shown enough to prove the presence of body oils. Or that they were the main cause of the damage.

## **my findings**

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

Mrs S made her claim in January 2015. She had had the same area repaired about a year before. She had had the suite for nearly two years. It cost over £3,000. The report shows clear peeling to the sofa. The technician thought the area was sticky to touch. A photo has been shown to us of a white cloth with a small bit of staining on it. Assurant says that this and a heat test show "*evidence of body grease*." But I think it doesn't show a large amount of grease/oil especially when compared to other claims of this sort.

Most leather furniture should in my view be able to withstand a fair amount of normal bodily contact. This claim was made just about a year after the start of the warranty period. Bearing in mind the previous repair to that area as well, I think it more likely that it is a defect with the leather itself. So it's a structural fault which I think should be covered under the policy. There's no specific exclusion for body oils, just for "gradually occurring" stains.

So I don't think that Assurant has done enough to show that this is a stain which has built up over time. It should deal with the claim under the policy.

## **my final decision**

My final decision is that Assurant General Insurance Limited should deal with Mrs S's claim, subject to the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs S to accept or reject my decision before 13 November 2015.

Ray Lawley  
**ombudsman**