

The complaint

Miss R complains that Helvetia Global Solutions Ltd unfairly declined a claim she made under her furniture insurance policy.

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

What happened

In September 2022, Miss R took out a furniture insurance policy with Helvetia when she purchased a three piece suite.

In mid-2023 Miss R made a claim under the policy because there were a number of stains on the furniture.

Helvetia declined Miss R's claim. It said the staining on her furniture was consistent with staining that had been allowed to accumulate over a period of time through normal everyday usage. It said the damage wasn't covered under the policy's terms and conditions.

Miss R raised a complaint with Helvetia, but it maintained its position. So, Miss R asked our service to consider the matter.

Our investigator didn't think Miss R's complaint should be upheld. She thought it was fair for Helvetia to have declined Miss R's claim because the damage didn't appear to be covered by the policy.

Miss R disagreed with our investigator's outcome. She said she didn't think it was fair as she'd paid a lot of money for her sofa and was told to pay more for protection. She said she was told stains would wipe off but an ice pop that had splashed on it wouldn't wipe off and had left a stain. 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 Miss R's complaint. I'll explain why.

The policy's terms and conditions say that "*Accidental damage (including staining)*" is covered.

"Accidental damage (including staining)" is defined as:

"The sudden and unforeseen damage to the product(s) or the sudden and unforeseen contact between the product(s) and a substance resulting in a stain to the product(s) subject to the exclusions listed under Section 5 What is not Covered."

The policy's terms and conditions also say:

"Please note that this policy provides cover for specific accidental events and stains and is not a general cleaning or maintenance contract. As such, cover is not provided for staining and damage, accidental or otherwise, which has occurred or accumulated over a period of time or is from normal everyday use."

The list under "what is not covered" includes:

"The gradual accumulation of stain or dye transfer or by accumulated multiple stains or by unidentifiable stain(s);" and

"Stains caused by dye transfer unless resulting from sudden contact with clothing or newspaper and magazine print;"

I understand that Miss R initially contacted the retailer who sold her the suite after she first noticed the stains. She's provided a copy of the report from the technician who visited her property in February 2023. The technician concluded that the damage on the furniture was due to dye transfer from clothing.

After Miss R made her claim, Helvetia sent its own technician to review the furniture. Helvetia's technician also concluded that the damage was due to dye transfer from clothing and said it wasn't a one-off incident.

Given what it says in the policy's terms and conditions, I don't think it was unfair for Helvetia to decline Miss R's claim.

Helvetia has noted that Miss R suggested the damage occurred around Christmas time. However, the damage appears to be across all of the items, which suggests it didn't happen as a sudden, one-off event. I think it's more likely to have occurred over a period of time or from normal everyday use.

I know my answer will be disappointing for Miss R. I understand the suite was a significant purchase for her and she says she was told it would be protected from clothing dye. I can understand her frustration that this has turned out not to be the case. However, I can't tell Helvetia to pay out for a claim that doesn't appear to be covered by the policy.

My final decision

For the reasons I've explained, I don't uphold Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 25 December 2023.

Anne Muscroft
Ombudsman