

## The complaint

Mrs E is unhappy with the decision made by Acasta European Insurance Company Limited (Acasta) following a claim for accidental damage to her sofa.

## What happened

Mrs E purchased leather sofas in March 2020. At the same time she purchased insurance which included accidental damage. The terms and conditions explained *'The intention of this insurance is to provide cover for specific individual accidental events and stains to new upholstered fabric, leather and leather look furniture...'*

The terms and conditions further explained:

### **4 WHAT IS COVERED**

#### **ii) ACCIDENTAL DAMAGE**

- b) **Leather: Accidental damage** resulting in a:
- Rip or tear • Burn • Scratch
  - Puncture • Scuff

The definitions sections explained:

**Accidental damage:** *The sudden and unforeseen damage to the product(s) not otherwise excluded under this policy*

In January 2021 Mrs E noticed her pet's feet marks across several different parts of her leather sofa. This had resulted in scratches. Mrs E contacted Acasta to make a claim. Acasta sent a specialist to investigate the damage. The claim was accepted and repairs completed. Shortly after, Mrs E noticed that some of the leather from the sections that had been repaired was starting to peel.

Mrs E contacted Acasta, and after reviewing the damage, Acasta agreed to complete repairs to put right the damage evidenced following the last repair. The inspection report from the second visit recorded that the technician has seen *'peeling by failure of lacquer.'* Following the repair it was recorded *'Customer checked repair and was happy.'*

Mrs E has explained that in early 2023 she noticed that one of the areas that had been repaired in 2021 was starting to show signs of peeling. Mrs E contacted Acasta and advised *'I have had two sets of repairs on my sofa - the second one due to the incorrect application of the repair liquid. One of the original repairs that had to be done again has resurface[d] - whatever was put on the [sofa] has literally peeled off and needs to be repaired again.'*

In August 2023 Acasta sent a technician to assess Mrs E's claim. Following this, Acasta told Mrs E that it wouldn't be paying her claim for further repairs. This was because the evidence was more supportive of the damage being caused by wear and tear. Mrs E wasn't happy with this response, and referred her complaint to this service.

Our investigator found that Acasta had acted fairly and reasonably in applying the policy terms and conditions, and didn't recommend it take any steps to put things right. Mrs E disagreed with the investigator's view. As the complaint couldn't be resolved, it has been passed to me for decision.

### **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'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that's been provided.

Mrs E feels strongly that her evidence and version of events hasn't been given proper consideration when assessing her claim. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner.

Mrs E feels strongly that it is the result of poor repairs completed in 2021 that has led to the peeling of leather and damage to her sofa in 2023. Mrs E has explained that she first noticed the leather peeling early in 2023, but due to personal reasons wasn't able to put in a claim at the time.

It's not disputed that the initial repair completed in 2021 wasn't done correctly. The second technician confirmed that the most likely cause of the leather peeling shortly after the first repair was because of the poor application of lacquer over the affected areas of leather. But I don't think evidence of the first repair being poor is in itself evidence of the second repair not being done properly. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I've considered the timescale between Mrs E noticing peeling of the leather in 2023, and the time of the repair completed in 2021. It was approximately 18 months after the repairs had been completed in 2021, that Mrs E noticed the leather starting to peel in the same area that repairs had been completed. I am persuaded that if the damage had more than likely been caused by poor repairs, specifically the poor application of lacquer, than this would've been evident sooner than 18 months after the repair happened. That's not to say that the application of the lacquer didn't cause the leather to peel in the way Mrs E has described. But on balance, based on the evidence, I'm not persuaded Acasta's decision not to accept Mrs E's claim, is unreasonable.

In reaching this view I've considered Mrs E's testimony about the likely cause of the damage, and what she has explained about when she noticed it, and when she tried to make a claim. I've also considered Acasta's comments about the other areas of the sofa that were also repaired in 2021, but haven't suffered the same damage.

The policy defines accidental damage as '*The sudden and unforeseen damage to the product(s) not otherwise excluded under this policy.*' I've carefully considered the photos, and video, Mrs E has sent. These all show leather peeling from one particular patch located on 'cushion one' marked by Mrs E in the photos. There also appears to be colour fading around the area where the leather has peeled. I've considered whether these images support the policy terms which require that the damage is '*sudden and unforeseen.*' But on

balance, also having considered Mrs E's testimony about the likely cause of damage, I'm not persuaded the circumstances of the claim reasonably support this policy term being met.

This situation has clearly left Mrs E feeling stressed, upset, and financially out of pocket. But I haven't seen any evidence to persuade me that Acasta's actions were wrong, or outside of the policy terms. So I won't be asking Acasta to take any further action in response to this complaint.

### **My final decision**

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 22 May 2024.

Neeta Karelia  
**Ombudsman**