

The complaint

Miss H complains that Helvetia Global Solutions Ltd (Helvetia) has declined a claim made under her furniture warranty after staining was caused to her sofa.

What happened

Miss H purchased a sofa and alongside this, a five-year furniture warranty underwritten by Helvetia.

In December 2022 Miss H contacted Helvetia to make a claim for a stain on her sofa. Helvetia sent a cleaning kit so Miss H could attempt to remove the stain herself. However, the cleaning kit caused further staining and damage to her sofa.

Helvetia appointed a technician to inspect Miss H's sofa. They concluded the original stain was caused due to head oils, and as this is excluded under the terms of Miss H's policy, they declined to do anything further.

Miss H was unhappy with Helvetia's decision. She accepts the original stain was caused by something which was excluded. However, Miss H says that the stain was made much worse by the cleaning kit, and this should be covered under her policy.

Helvetia's claim decision was maintained so Miss H approached this service.

One of our investigators looked into things, but she thought the claim decision reached by Helvetia overall was fair. She said that the build-up of stains by head oils isn't covered. But she accepted the cleaning kit sent by Helvetia had made things worse, so she recommended they pay Miss H £50 compensation.

Helvetia agreed but Miss H didn't. As an agreement couldn't be reached, the case was passed to me to decide.

I was minded to reach a different outcome to our investigator, so I issued a provisional decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

“I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

As I’ve reached a different outcome to our investigator, I’m issuing a provisional decision, to give both parties an opportunity to comment on my initial findings before I reach my final decision.

I think there are two main points of consideration here. The first is whether the original staining should be covered under the policy. The second, is whether the additional staining should be covered. I’ll address each point separately.

The original staining

Miss H reported staining to one of the cushions on her sofa. Helvetia sent Miss H a cleaning kit to try to attempt stain removal, but this made things worse. I’ll consider that specifically separately below.

After the staining was made worse, Helvetia appointed a technician to inspect the damage. During discussion, the technician was told by Miss H that she thought the cause of the staining was head grease built up over time. The technician was persuaded this was the cause too.

Miss H’s policy excludes:

“Changes in colour of any part of the product caused by sunlight, perspiration; natural hair and body oils or wear and tear;”

Therefore, as this is excluded, I don’t think Helvetia would be acting unreasonably by declining the claim on this basis if this was the only staining or damage.

The additional staining

When Miss H first reported the staining to her sofa, Helvetia sent her a cleaning kit. Miss H attempted to use this, but it made the stain and surrounding area worse.

Helvetia maintained that staining from head oils isn’t covered. But Miss H isn’t claiming for the original stain, instead she is claiming for the new stain caused by the cleaning kit, albeit partly in the same area.

Along with saying that the policy didn’t cover staining caused by head oils, Helvetia also said that Miss H should have tested the cleaning kit before using it, so they said they weren’t responsible.

Our investigator thought the cleaning kit provided by Helvetia had made things worse, and she suggested Helvetia pay £50 compensation for this. Helvetia agreed.

However, I don’t think this is enough here. I’ll explain why.

Firstly, I accept the original stain wasn’t covered for the reasons outlined above. However, when reporting the issue, Helvetia sent a cleaning kit and informed Miss H:

“Thank you for raising your claim online with us and I’m pleased to inform I have processed this for you. I have now dispatched a professional cleaning product to you for you to attempt to clean and remove the stain on your furniture. This is a specialist cleaner aimed at removing your particular stain on your particular furniture.”

Helvetia says this email response is standard and sent to customers who are sent a cleaning kit in the first instance. However, considering the wording and that this was in response to Miss H providing images of the stain, I can see why Miss H was under the impression Helvetia was reassuring her in relation to her stain on her furniture.

The file notes provided by Helvetia also say:

“THIS IS ANILINE LEATHER CARE KIT SHOULD NOT HAVE BEEN SENT, I FEEL THIS IS HEAD OILS”

So, it does seem that retrospectively Helvetia accept they shouldn’t have sent a cleaning kit. And if they hadn’t, then Miss H wouldn’t have attempted to clean the stain and made the damage significantly worse.

Helvetia also said the cleaning kit contained instructions to test it first on an inconspicuous area, and if there was an issue, it would have been evident during the testing before it was then applied to the stained area.

I’ve not seen a copy of the instructions which are on the cleaning kit, as this hasn’t been provided. However, firstly, the email sent to Miss H notifying her of the cleaning kit said it was for her particular stain on her particular furniture. And Miss H had a previous incident in which a cleaning kit provided by Helvetia was successful, so she had no reason to think it would cause damage to her sofa this time either.

Crucially though, Helvetia’s claim notes say:

“IT LOOKS LIKE THE HEAD OILS HAVE HAD A REACTION TO THE CLEANING PRODUCT IT ISNT DUE TO A FAULTY PRODUCT.”

So, if Miss H tested it on another inconspicuous area as suggested by Helvetia, without head oils present, its likely no damage would have been caused by the cleaning kit. I say this because it was successful in removing non head oil stains during the previous incident without reaction to the leather. So even if Miss H tested if beforehand on another area, then it’s likely the additional stain and damage would always have been caused when she then went on to attempt to clean the head oil area as it is this that has reacted. Therefore, on balance, I’m not persuaded not testing it first on another area has made any difference here.

With this in mind, if Helvetia hadn’t sent the cleaning kit (as their notes confirm they shouldn’t have) then the additional damage wouldn’t have been caused. But as they did, this has then led to Miss H using the cleaning kit, as advised, which resulted in additional damage. And this additional damage, in my view, is more significant in terms of being visible, whereas the original stain was smaller and less prominent.

Miss H’s policy covers:

*“STAINING UNTREATED
Accidental staining to fabric and leather upholstery, cabinet furniture, carpet and beds from any substance except; mineral oils and soot.”*

Whilst I appreciate some of the staining was present previously due to excluded head oils, as a result of the cleaning kit application, this has made the damage more significant and visible. And as the resultant damage here is due to the cleaning kit, rather than the head oils, I think it would be reasonable to consider this damage under the accidental staining policy cover – albeit I accept that some of the excluded damage is also in the same area and will need to be considered by extension when dealing with the cleaning kit staining.

Unless anything changes as a result of the responses to my provisional decision, I'll be directing Helvetia to consider the accidental staining caused by the cleaning kit in line with the remaining terms and conditions.

But to also clarify here, I recognise the policy also excludes:

“Accidental staining or accidental damage caused by the use of incorrect or inappropriate cleaning products or cleaning methods”

However, Helvetia sent the cleaning kit, and it was used by Miss H on their instruction, so I don't think this exclusion can be fairly applied here either.

Furthermore, I think that Helvetia should have considered this much sooner, rather than focussing on the head oil being excluded or Miss H not following the instructions. As a result of incorrectly providing a cleaning kit, and this then leading to damage which Helvetia then unfairly declined, I'm also minded to direct Helvetia to compensate Miss H £100 (instead of £50 as recommended by the investigator) for the distress and inconvenience this caused.”

So, I was minded to uphold the complaint in part and to direct Helvetia to consider the accidental staining claim for staining caused by the cleaning kit in line with the remaining terms, and to pay Miss H £100 compensation.

The responses to my provisional decision

Miss H responded and asked what would happen if Helvetia still said the staining wasn't covered.

Helvetia responded and agreed to the compensation and outlined what they would do to resolve the staining.

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.

And I've thought carefully about the provisional decision I reached and the responses to it. Having done so, my final decision remains the same as my provisional decision.

In response to the provisional decision, Miss H asked what would happen if Helvetia still said the additional staining wasn't covered. However, Helvetia responded to the provisional decision to confirm:

"After reviewing the Ombudsman's provisional decision Castelan (the administrator) have agreed to the increased compensation amount of £100 and will cover the new staining to the surrounding area, due to where the staining is situated any repair will also resolve the staining from the head oils. As the leather is aniline a cosmetic repair can't be completed so a new back cover would need to be ordered from the original manufacturer. To resolve the claim Castelan would order a replacement back cover only. Just to confirm Castelan would maintain that if there was only head oils present then that stain would remain declined."

So, this explains what Helvetia will do (if Miss H accepts the final decision) to resolve the staining issue. If after this there are any new issues, Miss H would be free to raise a new complaint about those new issues, before referring the new complaint to this service in line with our usual rules and timescales.

My final decision

It's my final decision that I uphold this complaint in part and direct Helvetia Global Solutions Ltd to:

- Consider the accidental staining claim for staining caused by the cleaning kit in line with the remaining terms of the policy
- Pay Miss H £100 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 24 November 2023.

Callum Milne
Ombudsman