

The complaint

Mrs G complains that Furniture Village (FV) mis-sold her furniture insurance policy.

What happened

Mrs G bought some furniture from FV. At the same time, she purchased a policy of insurance. She said that during the face-to-face sale, she was told by the assistant that the policy covered for all eventualities.

Mrs G was in the process of moving the furniture, when the back became damaged. She made a claim under the policy. But it was declined, as structural damage wasn't covered under the policy. Mrs G felt that FV mis-sold her the policy, as she was led to believe that structural faults would be covered under accidental damage. So, she complained to FV.

FV after considering her complaint, said that she hadn't been mis-sold the policy and it was clear from the policy documents that structural damage was not covered. Despite this, FV repaired Mrs G's furniture as a goodwill gesture.

FV thought that the complaint was sufficiently resolved, especially as Mrs G told them she was happy with the outcome. However, she referred the complaint to our service.

One of our investigators considered the complaint. During this time, he requested a full business file from FV. But this wasn't provided. Mrs G submitted evidence in support of her claim. One of which were the insurance documents, among other things. Our investigator reviewed the evidence that was before him.

After considering all of the evidence that he had been provided with, he didn't think the complaint should be upheld. He said that the sale had taken place in store and so it was unlikely that there would be evidence of what had occurred. He also said that the policy documents (provided by Mrs G) made it clear that structural damage wasn't covered. And even if the mis-sale could be proved, FV had repaired Mrs G's furniture, which effectively put her back in the position pre-loss. So, there was nothing further he could ask FV to do.

FV eventually responded to the complaint and accepted the view. Mrs G did not. She asked for a decision from an ombudsman.

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 won't uphold this complaint. I understand this is likely to be a disappointment to Mrs G. But I hope my findings go some way in explaining why I've reached this decision.

I've reviewed all the evidence that both parties have provided, as well as the policy terms and conditions.

Mrs G said that she had been sold the policy whilst in store. She said that she had been assured by the assistant that cover would extend to structural damage of the furniture. FV refute the contention that it told Mrs G that structural damage was covered.

Unfortunately, there is no other evidence that could be provided to show what took place during the sale of the policy. In circumstances like this, we look at what is likely to have happened.

Mrs G received her policy documents. I have reviewed the policy document to see what was covered under it. The policy coverage includes cover for accidental damage (which doesn't extend to structural damage). Damage caused by staining and fabric protector. I have not read any information that shows that cover extends to faults with the structure of the furniture.

Further, the accompanying policy documents outline what is and what is not covered, dependent on the type of cover that Mrs G had. Again, there is no indication on the policy that Mrs G had cover for any structural faults. Consequently, as I'm satisfied that the policy was clear, fair and not misleading, and explains what is covered. I don't think Mrs G has provided enough evidence to show that she was mis-sold the policy.

I understand that FV repaired Mrs G's furniture as a goodwill gesture. And that Mrs G had originally been happy with the outcome. However, even if there had been enough evidence to satisfy that the policy had been mis-sold (which there hasn't been), then FV has already put Mrs G back into the position she would've been in pre-damage. Although Mrs G is likely to be disappointed with this decision, there is nothing further that I can reasonably ask FV to do to resolve this complaint.

My final decision

For the reasons given, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 13 October 2023.

Ayisha Savage
Ombudsman