

The complaint

Mr S is unhappy a claim made under his furniture warranty has been declined by Amtrust Europe Limited (Amtrust).

What happened

Mr S purchased a sofa and, alongside it, a five-year furniture warranty underwritten by Amtrust.

In October 2022 Mr S contacted Amtrust to make a claim for scratches, colour changes, thinning of leather and visible dots on his sofa.

Amtrust arranged for a technician to attend who concluded the damage was as a result of gradual wear and tear. Amtrust subsequently declined Mr S' claim.

Mr S was unhappy with the claim decision and approached this service.

One of our investigators looked into things but he didn't uphold the complaint. He said that he was satisfied Amtrust had fairly declined the claim based on the policy exclusions. So, he didn't recommend Amtrust do anything further.

Mr S didn't agree, and the case was 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, whilst I appreciate it will come as disappointment to Mr S, I've reached the same outcome as our investigator.

Mr S has mentioned that he is unhappy with the quality of the sofa, as it is different to what he was shown in store, the sale of it, and how long it took for delivery. However, this isn't the responsibility of Amtrust as they didn't manufacture the sofa, sell or deliver it. They are only responsible for the warranty Mr S purchased alongside the sofa. As advised by our investigator, if Mr S is unhappy with the original retailer who sold the sofa, then he'd need to contact them directly about this.

Mr S also said the warranty was mis-sold but hasn't provided reasons why beyond his claim being declined, and he thinks it should be covered as the warranty was expensive. I'll be considering Amtrust's claim decision here. I'll also add that as the sale would have been face to face, there will be limited details of this. But like all policies of this nature, Mr S' warranty has terms and conditions outlining the cover and exclusions and doesn't cover anything and everything that could happen. I'll also be considering whether Amtrust has acted fairly and in line with these policy terms when declining Mr S' claim.

Mr S reported a claim for scratches, colour changes, thinning of leather and visible dots on his sofa in October 2022. He said the damage was first noticed in April 2021, some considerable time before. But he was awaiting contact from the retailer before he approached Amtrust.

When Mr S then approached Amtrust, a technician was appointed who inspected the sofa. They concluded:

"On inspection I found that the corner unit left hand facing and seat that is joined on to seat also right hand facing side recliner fitted seats hide is very discoloured and lots of clothing stains slight cracking to non middle fitted seat over hide is very worn and Colour very discoloured"

Having considered the images provided, alongside the comments from the technician, I don't think they reached an unreasonable conclusion that it is wear and tear, and gradual damage caused over time. I think the images support that, rather than a single one-off incident of damage or staining has occurred.

The policy isn't designed to cover damage which occurs gradually, and instead covers one-off incidents of damage as outlined in the terms:

"Important – The intention of the cover

The intention of this Plan is to provide cover for individual incidents of accidental staining and accidental damage and, if Sofacare Plus was purchased, damage to recliner and headrest mechanisms. The meaning of the terms are explained below. Please make sure you read the exclusions explained in Section 4. The Plan does not provide cover for damage that naturally occurs due to normal use and ageing or for your product becoming gradually dirty and out of condition over time."

The policy then goes on to outline the specific exclusions. And it includes the following exclusion which Amtrust has relied on when declining Mr S' claim:

*"SECTION 4 – WHAT IS NOT COVERED
Your product is not covered for:*

...

6. Any stains or damage arising over time, gradual wear and tear, or your product becoming gradually dirty and out of condition over time."

As I'm persuaded the technician reached a reasonable conclusion that the damage occurred gradually and due to wear and tear over time, I don't think Amtrust has acted unreasonably by declining Mr S' claim based on the exclusion outlined above.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 September 2023.

Callum Milne
Ombudsman