

## **The complaint**

Mr T complains that Helvetia Global Solutions Ltd (HGS) declined his claim under his furniture insurance policy.

## **What happened**

Mr T noticed that one of the seat cushions on his sofa had dropped, so he claimed under his furniture insurance policy, underwritten by HGS. HGS appointed a technician who reported that the damage was wear and tear from normal use. HGS declined Mr T's claim.

Mr T complained to HGS. He said the side of the sofa which had dropped was the least used part, and the other side, which experienced frequent use, was in much better conditions. Therefore, Mr T didn't think HGS's technician had reached a fair conclusion.

HGS explained why it had relied on the technician's report, but Mr T didn't think it was an independent assessment. He brought his complaint to us.

Our investigator didn't uphold Mr T's complaint. He thought that HGS had reasonably relied on the report prepared by the professional. And the report concluded that the seat cushions weren't damaged, and the damage was likely caused by repeatedly sitting on the edge of the sofa.

Mr T didn't agree and he provided further comments about the situation. So the complaint 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, I've decided not to uphold Mr T's complaint.

Insurers must handle claims promptly and fairly, and they mustn't turn down claims unreasonably. My role here is to decide whether HGS declined Mr T's claim fairly and in line with the policy for the reasons it gave.

The first responsibility in a claim is for the policyholder to show that they suffered a loss covered by their policy. Mr T said his seat cushion dropped due to a structural fault. Looking at the photos, I note that the sofa drops slightly on one side, so I can see why he made the claim.

Mr T said the damaged side is not used as much as the undamaged side, which implies a structural fault. I have no reason to doubt the pattern of usage he describes.

So, for HGS to decline the claim, it must show that a policy exclusion applies. Its appointed technician inspected the sofa, and provided a report, including photos. The photos show the interior foam, which the technician describes as intact, and holding its shape with no evidence of structural damage. Having looked at the photos, the assessment reflects what

the images show.

The technician then reports that the cushion appears to have worn in a manner typical of someone sitting on the edge of the seat. I also note that a possible reason for this is given – the layout of the room lends itself to sitting on that edge to interact more easily with other members of the family. Again, the photos support these conclusions.

Based on the evidence available, I'm satisfied that HGS relied on the expert opinion that the damage was due to wear and tear.

Turning to the policy, it states that wear and tear isn't covered. Therefore, I'm satisfied that HGS declined Mr T's claim in line with the policy.

Looking at the overall circumstances, I've thought about whether it was fair for HGS to decline the claim. While Mr T said that side of the sofa is used less often, I think HGS's conclusion about *how* that seat was used is, more likely than not, the cause of the damage. I haven't seen any evidence to contradict the expert report.

Mr T thinks HGS should arrange a truly independent assessment of the damage to prove the validity of his claim. But HGS has provided a report which offers a reasonable explanation for the damage, so it's not responsible for seeking, or paying for, further assessments to prove Mr T's claim. That's something he must do if he remains unhappy with the outcome. I understand Mr T is unhappy about having to pay for a report, but I can't reasonably say HGS should pay for a second report.

Overall, based on the evidence, I'm satisfied that HGS declined Mr T's claim under the policy exclusion for wear and tear fairly, and reasonably in all the circumstances. I see no reason to ask HGS to do any more.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 18 January 2024.

Debra Vaughan  
**Ombudsman**