

The complaint

Mr M complains about the service he's received from Amtrust Europe Limited (Amtrust) after making a claim under his furniture warranty.

Where I've referred to Amtrust, this also includes any actions by agents acting on their behalf, including the administrator of the policy who deals with claims on their behalf.

What happened

In 2018 Mr M purchased a dining table and, alongside this, a five-year furniture warranty.

In August 2023 Mr M noticed his table was out of alignment, so he contacted Amtrust. A technician from Amtrust attended and made some adjustments so the table was level. The table had an extension function, but this wasn't checked at the time.

In September 2023, Mr M extended the table and discovered the extension was out of line with the rest of the table, so Mr M contacted Amtrust again for assistance.

The same technician from the initial visit reattended. However, they were unable to adjust the table further as they concluded the brackets had worn over time.

Mr M complained to Amtrust that prior to the August 2023 visit, the table and extension was level, and he therefore wanted the brackets replaced and the table level rectified.

Amtrust didn't uphold the complaint, they said the table had suffered wear and tear and gradual damage. And they said structural faults weren't covered under the policy.

As Mr M remained unhappy with Amtrust's position, he approached the Financial Ombudsman Service.

One of our investigators looked into things but she didn't uphold the complaint. She said that based on everything she'd seen, she thought the table wasn't able to be adjusted further because the brackets had become worn over time, rather than because of anything the technician did. And this was a structural fault, which isn't covered under Mr M's policy.

Mr M didn't agree and asked for a final 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, whilst I appreciate it'll come as a disappointment to Mr M, I've reached the same outcome as our investigator.

Mr M contacted Amtrust when he noticed his table was misaligned and needed adjusting. A technician attended and adjusted the table and I understand this appeared to satisfactorily resolve the reported issue at the time.

However, when Mr M extended the table a month later, he discovered the extension was misaligned and reported this to Amtrust. The same technician revisited, but they were unable to make further adjustments as they said the brackets were worn. Amtrust refused to do anything further as they said the policy didn't cover structural faults, and the brackets were worn due to wear and tear over time.

Mr M's policy only provides cover for:

“Accidental Staining – in this Plan this means sudden and unintentional spills of food, drinks, human & domestic pet bodily fluids, cosmetics, dyes, tar, inks, glue, wax, paints and caustic solutions which result in a stain.

Accidental Damage – in this Plan this means sudden and unintentional damage resulting in rips, punctures, scuffs, burns or scratches to the external surface of the item.”

So, it doesn't cover structural faults. And whilst it was originally reported as being misaligned, from the information I've seen this wasn't reported as a result of accidental staining or accidental damage (as defined) which is what the policy covers. But it seems that a technician was appointed in any event by Amtrust.

The technician later reattended on the basis of Mr M reporting a failed repair which had caused the extension to be misaligned. However, the technician was unable to make any further adjustments to the table or extension. This is because the technician said the brackets had worn over time.

Mr M says that the extension is only misaligned due to the technician's failed repair, and he says that whatever the technician did must have damaged the threads meaning it couldn't then be readjusted.

Having considered all the information provided, including the technician reports, I think this, on balance, supports the brackets have worn over time, and they haven't failed because of something the engineer did during the first visit.

I say this because the initial issue was reported as the table being misaligned which needed adjusting, and as far as I'm aware this wasn't due to a specific incident which caused this to happen. When the technician then visited the second time, they noted the previous adjustments they made a month before hadn't held and the whole table had lowered due to the plastic brackets not gripping properly. In my view, this indicates the brackets were, on balance, already worn causing misalignment issues, and the initial adjustments then didn't hold either.

Mr M's policy doesn't cover structural faults so the replacing of the brackets wouldn't be covered, and as I'm not persuaded it is a failed repair or due to the technician's actions that no further adjustments can be made, I don't think Amtrust has acted unfairly by declining to do anything further.

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 M to accept or reject my decision before 1 August 2024.

Callum Milne
Ombudsman