

## The complaint

Mr H complains about Fortegra Europe Insurance Company Ltd's ("Fortegra") decision to decline his household warranties claim.

## What happened

Mr H's fridge freezer stopped working so he made a claim to Fortegra. Mr H felt things were taking too long so he complained about the delay in dealing with his claim. Fortegra responded and explained the fault to Mr H's fridge had been caused by moving it to the garage, and this wasn't covered under the policy. Fortegra also cancelled the policy as they said it was void. Fortegra did uphold part of the complaint and apologised for their handling of the claim. They explained they should've realised sooner that the fridge was kept in the garage and declined the claim.

Our investigator looked into things for Mr H. She thought Fortegra's decision to decline the claim was unfair and recommended they arrange to repair the fridge and pay £150 compensation for the inconvenience caused. She also recommended they remove any record of the cancellation and voidance from any database. Mr H agreed but Fortegra didn't reply so the matter has come to me for a decision.

## 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 to uphold the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. The key dispute between the parties relates to whether the location of the fridge amounts to a breach of the manufacturer's user manual and the terms and conditions of the policy. Fortegra believe it does as they consider the fridge was located in Mr H's garage. Mr H doesn't believe he has acted against the terms of the user manual and terms and conditions as the fridge was in an integrated and converted garage/store room which was temperature controlled. Mr H also explains the fridge was only in the garage/store room temporarily while his kitchen was being renovated. So, I've looked to see whether Fortegra's decision is fair and reasonable in the circumstances.

Fortegra have referred to a section in the user manual which says, "*The appliance might not operate consistently (possibility of temperature becoming too warm in refrigerator) when sited for an extended period of time below the cold end of the range of temperature for which the refrigerating appliance is designed.*" Fortegra also refer to the General Exclusions section of the policy terms and conditions. This includes a term which says "*Failure to comply with the manufacturer's instructions for the care of the product or to comply with any routine service requirements; eg. replacement or clearance of filters.*"

The user manual contains a section headed 'Selecting the best location for the refrigerator.' This refers to key factors an owner should take into account when deciding where to place the fridge. The first point I would make is that the user manual doesn't say the fridge should never be placed in a garage. I've gone beyond this however and looked through the list of factors described by the manufacturer and, from the information and photos provided by Mr H, I can't see that his fridge being placed in a temperature controlled garage/store room goes against any of the factors listed.

The user manual also has a section headed 'Ambient Room Temperature Limits' which says the fridge is designed to operate in ambient temperatures specified by its temperature class. This refers to an extended temperate class with a requirement for the ambient temperature range to be between +10 to +32 degrees Celsius. And a temperate class with a requirement for the ambient temperature range to be between +16 to +32 degrees Celsius. I haven't seen any evidence which shows the fridge, while being located in the garage/store room, was outside of the ambient temperature range.

I would add however, Mr H has provided a photo showing the thermostat situated in the garage/store room and this shows the temperature at 22 degrees Celsius - which is within the relevant ambient temperature range. While I can't say for certain that this temperature was maintained throughout the whole time the fridge was located in the garage/store room, I think it's important to make the point that Fortegra haven't provided any evidence showing the correct ambient temperature range wasn't maintained. So, based on the evidence I've seen, I'm not persuaded that, in the circumstances of this case, the fridge being placed in the garage/store room is against the terms of the user manual.

I note Fortegra say a garage is not a suitable environment for any appliance to be stored. I acknowledge Fortegra's point here, but I'm deciding this complaint based on the facts and the circumstances relevant to Mr H's complaint. And in this case, and based on the points I've mentioned above, I'm persuaded the location of Mr H's fridge isn't against the user manual or policy terms and conditions.

Fortegra refer to the policy terms and conditions, and specifically, to the definition of 'Callout' which says "*The attendance of an engineer to your home*" and the definition of 'Product' which says "*The appliance detailed on the policy confirmation installed within the home for domestic use.*" Fortegra say these definitions require the fridge to be stored inside the home and they don't insure appliances that are stored in garages or outbuildings. I've carefully considered this point but the policy terms and conditions define home as the property where the appliance is situated – and there's no exclusion for garages or outbuildings. But going beyond this, Mr H explains the fridge was in a garage/store room and this is an integrated part of his home. He has provided photos which show it's temperature controlled and has features such as underfloor heating. This not only persuades me the room is treated as an integrated garage/store room, but the features also suggest the room is able to be temperature controlled to meet the terms of the user manual.

I can see Fortegra also refer to the engineer's report which they say details a compressor failure – which they say occurs when a fridge is not in the correct environment. I've looked at the engineer's report and this says "*Checked compressor operation, compressor ok...*" So, I'm not persuaded the compressor failed or that any issues with the compressor were caused by the location of the fridge. Fortegra also say the relevant part is a PCB board. They say the fault reported was that the fridge wasn't cooling or freezing which they believe could possibly have been caused by the compressor over working due to the storage environment. I have considered this point, but again, I haven't seen any evidence that the

fridge was stored in an environment which was against the terms of the user manual or policy terms and conditions.

I can see Fortegra have provided links to articles around not keeping a fridge in a garage but I'm not persuaded by these. I say this because Mr H wouldn't be expected to research these articles and I think it's reasonable in the circumstances for Mr H to have acted in line with the user manual and policy terms and conditions – which I believe he has. So, taking into account the points I've made, I think Fortegra's decision to decline the claim is unfair.

Mr H has been without his fridge for a number of months now and, given that I think Fortegra's decision to decline his claim is unfair, I think they should compensate him for the inconvenience caused. And I think £150 is fair and reasonable in the circumstances.

### **Putting things right**

I've taken the view that Fortegra have unfairly declined Mr H's claim for his fridge. So, they should arrange to carry out repairs and handle the claim in line with the remaining policy terms and conditions. Fortegra should also update any internal or external databases to show Mr H hasn't had this policy cancelled or voided. Fortegra should also pay Mr H compensation of £150.

### **My final decision**

My final decision is that I uphold the complaint. Fortegra Europe Insurance Company Ltd must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 28 April 2023.

Paviter Dhaddy  
**Ombudsman**