

The complaint

Miss Y is unhappy with the handling of a claim made under her furniture warranty underwritten by Fortegra Europe Insurance Company Ltd (Fortegra).

What happened

In February 2022 Miss Y made a claim to the administrator of her furniture warranty, underwritten by Fortegra, when her sofa cushions were damaged.

Parts were ordered which took several months to arrive from the manufacturer. However, when they did arrive, parts had been missed from the original order, so needed to be ordered. When these were received, it was established the incorrect parts had been ordered, and again needed to be re-ordered.

In the interim, a second claim was made due to another cushion being damaged. Miss Y was also sent a large bag of furniture parts which weren't actually for her, but despite chasing the claim administrators, this wasn't picked up or removed.

Several complaints were raised by Miss Y across the claim. Fortegra issued three final response letters, and a total of £100 compensation. However, as the claim still remained unresolved, Miss Y approached this service.

Our investigator considered what had happened between the claim being made in February 2022 and the last final response issued by Fortegra on 28 November 2022. She noted Fortegra had recognised things had gone wrong and that's why they had offered £100 compensation. But the investigator didn't think this was enough, so she recommended this be increased to £200.

Miss Y didn't think the recommended increase in compensation was enough.

Fortegra didn't respond to the investigator's assessment by the original deadline set, or the extended deadline the investigator gave at Fortegra's request.

As an agreement couldn't be reached, 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.

Another company has acted on behalf of the underwriter, Fortegra, in handling Miss Y's claim and complaints. Where I've referred to Fortegra throughout, this includes the actions carried out by their claim administrators acting on their behalf.

Firstly, I'll explain the time period I'm considering here, and that's the same period considered by our investigator. That is from when the claim was made in February 2022 to when Fortegra issued their most recent final response – 28 November 2022.

I recognise Miss Y is unhappy with the service she's received after this too, but she'd need to raise this with Fortegra (via their administrators) as a new separate complaint. Once a final response has been issued for events after 28 November 2022, and if Miss Y remains dissatisfied, she may be able to bring that new separate complaint to our service – subject to our usual rules and timescales.

It isn't in dispute things have gone wrong during the time period I'm considering. As both parties are already aware what happened throughout, and all the communication between them, I don't intend to comment on each event or communication individually. I don't mean this as a discourtesy to either party, instead this reflects the informal nature of this service and my role within it. But I'd like to reassure both parties that I've considered all the information provided when reaching my final decision.

Fortegra doesn't dispute the service Miss Y has received hasn't been in line with her reasonable expectations. There have been delays throughout, which includes parts being missed off orders, followed by the incorrect parts being obtained. This has resulted in repairs not being able to be completed. And this has been over a significant period of time.

During the claim there have been issues with communication, and prolonged periods where Miss Y hasn't been updated and instead, she has needed to chase things. Alongside this, Miss Y has been sent a significant size bag of furniture parts which weren't for her, but despite raising this a number of times, this hasn't been removed. This has resulted in Miss Y having to store these parts which has been inconvenient given its size.

As I say, Fortegra doesn't dispute things haven't gone as they would've expected, and this is why they offered £100 compensation. But having considered everything that happened from making the claim up to when I'm considering – 28 November 2022, I don't think £100 compensation is sufficient here for the inconvenience Miss Y has been caused. Instead, I agree with our investigator that £200 is a fair and reasonable overall amount for the multiple things that went wrong, which has resulted in an extended period of inconvenience to Miss Y.

My final decision

It's my final decision that I uphold this complaint and direct Fortegra Europe Insurance Company Ltd to:

- Pay Miss Y a further £100 compensation taking the total amount to £200

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Y to accept or reject my decision before 27 March 2023.

Callum Milne
Ombudsman