

The complaint

Mr J complains about Fortegra Europe Insurance Company Ltd's handling of a claim for a damaged sofa under his furniture protection plan.

Fortegra uses a third party company to administer these plans and handle claims, and most of Mr J's correspondence has been with this company rather than directly with Fortegra. For the avoidance of doubt, any reference to Fortegra includes its agents, including the claims handling company.

What happened

Mr J bought a matching sofa, chair, and footstool set in August 2020. At the same time, he bought a furniture protection policy, underwritten by Fortegra.

In May 2022, Mr J made a claim on his policy. He said a family pet had damaged a sofa cushion and torn part of the footstool. Fortegra accepted the claim and arranged for repairs. These were carried out in or around August 2022, but Mr J was unhappy with them. He said, in summary:

- The colour of repairs didn't match the original fabric.
- Fortegra's technician didn't check the replacement fabric matched his furniture.
- The manager of the store where Mr J bought his furniture should it have been replaced because the new fabric didn't match.

Fortegra didn't uphold the complaint. It told Mr J his policy didn't guarantee to provide an exact colour match for repairs, that the repairs were "*within colour tolerance*", and they'd been done to the best of its technician's ability. Mr J didn't accept this and brought his complaint to this service. He wants Fortegra to match repairs to the original fabric or replace his furniture.

Our investigator recommended that Mr J's complaint should be upheld. She was satisfied that the damage to Mr J's furniture was covered by his policy and that the repairs weren't a good enough colour match to the original fabric. She recommended that Fortegra either repair/replace the sofa and footstool, or refund Mr J the purchase price of his sofa and footstool.

Fortegra accepted our investigator's recommendation and agreed to replace the sofa and footstool. However, its new offer wasn't the same as our investigator's recommendation, so the case was passed to me to make a final 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.

Mr J's policy covers him for "*accidental damage such as tears and rips*" and "*pet scratches*". Fortegra hasn't argued that the damage isn't covered but it originally rejected Mr J's

complaint, quoting section 6.6b of his policy. This says:

"We do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour. Any replacement parts will be matched to an inconspicuous area of the product and our liability is limited to the best job a[n] approved technician could do in the circumstances."

I understand it can be difficult to provide an exact match for this type of repair. And I note that Mr J's furniture was nearly two years old, so likely to have suffered some degree of wear or colour fade.

However, his policy covered him for five years so I think he had a reasonable expectation that any repairs during this time would be acceptable. I've reviewed photos of the furniture after the repairs were done. In my opinion, the colour of the repairs to both the footstool and the sofa isn't close to the colour of the original fabric. I don't think the repair done by Fortegra's technician was adequate.

Fortegra told Mr J that *"the manufacturer of your furniture can no longer supply the parts we need to repair it."* Mr J's policy says: *"If the product cannot be satisfactorily cleaned or repaired, we will replace the product."* In the circumstances, I think Fortegra should replace the sofa and footstool.

Mr J's chair wasn't damaged. Insurance policies only cover damaged items so, strictly speaking, the chair isn't covered. However, I think the chair can reasonably be considered part of a matching set. It was bought at the same time and under the same code as the sofa and footstool. So leaving the chair out of any proposed redress wouldn't be fair to Mr J. Some form of compromise would be a fair and pragmatic approach. Fortegra has offered Mr J 50% of the price of this undamaged item. That's consistent with this service's approach to similar claims and I think this is fair.

Following our investigator's recommendation, Fortegra offered to give Mr J a mandate – otherwise called a credit note – for the retailer that originally sold him his furniture. I think that's fair for the damaged items. However, it should pay compensation for the undamaged item separately in cash.

Mr J's invoice shows his sofa cost £769 and his footstool £219. The invoice also shows three cushions cost £75. These are clearly part of the furniture set so Fortegra should include these in the mandate. Mr J's (undamaged) chair cost £489; 50% of this is £244.50.

For the reasons above, I think Fortegra should settle the claim by giving Mr J a mandate valued at £1,063 and pay him £244.50 by cheque or bank transfer.

My final decision

My final decision is that I uphold the complaint and order Fortegra Europe Insurance Company Ltd to:

- Give Mr J a £1,063 mandate/credit note for the furniture retailer to allow him to replace his sofa and footstool.
- Pay Mr J £244.50, representing 50% of the value of his chair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 19 July 2023.

Simon Begley
Ombudsman