

## The complaint

Mr S has complained that Fortegra Europe Insurance Company Ltd (Fortegra) hasn't dealt with a claim fairly under a furniture warranty.

## What happened

Mr S had a sofa warranty. He contacted Fortegra to make a claim for mud on his sofa caused by a dog jumping on it. Fortegra said it would send a technician. Mr S told Fortegra he was unable to arrange parking, but suggested that the technician could park in a nearby supermarket car park. Fortegra said it wasn't possible for the technician to park in the car park. So, it didn't send a technician.

Mr S complained. When Fortegra replied, it offered the choice of £50 towards the cost of the claim or it could arrange for a technician's report or refund £90 for the cost of the policy.

Mr S said he wanted Fortegra to clean the sofa. So, an Investigator at this service looked at the complaint. She upheld the complaint. She said there wasn't evidence to show that Fortegra's offer to deal with the claim was reasonable. Mr S had agreed a technician could attend, so Fortegra had the chance to validate the claim. She said Fortegra should offer a cash settlement for the claim.

As Fortegra didn't agree, the complaint was referred to me.

I issued my provisional decision on 2 April 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

*The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they must not turn down claims unreasonably. So, I've looked at this claim and complaint in that context.*

*The policy said it covered: "Any accidental staining and accidental damage – this means any stain or damage suffered as a result of a sudden and unintentional incident". It also said it didn't cover a range of occurrences, including "accidental staining or accidental damage which has occurred at different times and has been allowed to accumulate".*

*So, the policy didn't cover staining in all circumstances. Fortegra was entitled to validate a claim to ensure it was an event covered by the policy. The policy documents said that as part of the validation process, Fortegra would request photos. It did this and Mr S provided photos.*

*Mr S said the sofa became stained when a dog jumped on it and made it muddy. The photos showed the condition of the sofa. From these, it's clear that it's stained. But I don't think it's possible to identify that it's mud on the sofa or that all the stains are likely from the same incident.*

*However, Fortegra offered to arrange a technician visit. The technician required parking and it needed to be close by as they would have a lot of equipment with them. Mr S said he was*

*unable to arrange parking, but there was a supermarket nearby where the technician could park. The technician said this wasn't acceptable.*

*The policy doesn't explicitly say that parking needed to be provided but I don't think I can reasonably require Fortegra to send a technician where they can't park near the property. I've seen from the records that Fortegra also previously explained to Mr S that if the technician parked in the supermarket car park there was a risk of a fine. I don't think I can fairly say the technician should risk a fine. The policy also doesn't say that it covers these costs.*

*Based on what I've seen, I think it was reasonable for Fortegra to offer alternative ways to respond to the claim. Fortegra hadn't validated the damage was covered by the policy. However, it offered £50 to clean the stain anyway. It also offered to send a technician to validate the damage was covered by the policy, who would visit without equipment. If neither of these were acceptable to Mr S, it offered to cancel the policy and refund it. I think these offers were fair and reasonable in the circumstances.*

*As a result, I don't currently intend to uphold this complaint or to require Fortegra to do anything further in relation to the complaint.*

I asked both parties to send me any more information or evidence they wanted me to look at by 30 April 2024.

Fortegra said it had nothing further to add. Mr S didn't agree with my provisional decision. In summary, he said:

- It wasn't a warranty. It was a claim under an insurance policy he had taken out.
- The staining on the sofa was mud from a dog.
- He told Fortegra on multiple occasions that it could send a technician, but it didn't send one. He was still open to them sending a technician, but he had gone in circles since he first made the claim.
- The staining on the sofa was from a single event. He had tried to get Fortegra to visit and it hadn't come to inspect or clean the sofa.
- He had taken out the insurance for a reason and he didn't understand why his complaint wasn't being upheld when he had given Fortegra every opportunity to inspect or clean the sofa.
- In my provisional decision I had said the staining was from multiple events and he didn't know how I could reach this outcome.

### **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 don't uphold this complaint. I've reviewed the complaint and evidence again and considered Mr S's additional comments in response to my provisional decision.

Mr S has said the policy isn't a warranty. The type of policy Mr S had was a furniture protection plan for his sofa. This is commonly called a warranty, which is why I referred to it in that way. I can confirm I was aware it was an insurance policy.

In terms of the staining on the sofa, I wasn't of the view that the staining was the result of multiple incidents. My view was that it wasn't possible to tell what the stains were from the

photos, including whether they were from one or multiple incidents. I thought it was reasonable that Fortegra was still able to take steps to validate the claim.

Mr S has said he has always been willing for Fortegra to send a technician. Fortegra initially offered to send a technician with cleaning equipment. However, the technician needed to be able to park. Mr S said he couldn't assist with parking and suggested the technician should use a supermarket car park instead. Fortegra explained it wasn't possible for the technician to use that option. So, while I can see that Mr S was willing for Fortegra to send a technician, Fortegra explained the problem with it doing so. In the circumstances, I think it was reasonable for Fortegra to decide it couldn't send an engineer with cleaning equipment.

Mr S complained. Fortegra looked at other options to resolve the claim and the complaint. It then offered to send a technician to assess the sofa, who wouldn't have any cleaning equipment. If Mr S didn't want a technician to visit, he was given alternative options. These were £50 towards the cleaning or to be refunded £90 for the cost of the policy. I think that was reasonable. It was then for Mr S to decide if he wanted to accept any of those options.

I'm aware Mr S remained unhappy with Fortegra after it told him what it could do to resolve the complaint. This seemed to be some of the reason why Mr S said he ended up in a circle with Fortegra. But, I am looking at how Fortegra dealt with the original complaint. If Mr S isn't satisfied with what Fortegra did following that, he needs to raise that as a new complaint with Fortegra so it can consider this.

I think the options Fortegra offered Mr S in response to the complaint were reasonable in the circumstances. As a result, I don't uphold this complaint.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 29 May 2024.

Louise O'Sullivan  
**Ombudsman**