

## The complaint

Mrs G complains about the service she received from Fortegra Europe Insurance Company Ltd (Fortegra) under a protection policy for her sofas.

References to Fortegra include their agents who administer policies and carry out services.

## What happened

Mrs G took out a protection policy when she purchased two sofas. In March 2023 she contacted Fortegra to report an issue with the stitching on one of the seat cover cushions. Fortegra arranged for a technician to inspect the sofa and make a repair. The technician repaired a scuff, but Mrs G wasn't happy with the repair to the stitching. Mrs G contacted Fortegra and said she was told they would contact her to discuss a solution. Fortegra said they would order replacement parts, but an order wasn't placed with the manufacturer until June, with delivery estimated in eight to twelve weeks.

Mrs G was then told the parts were delivered in September 2023 and a local technician would contact her to arrange an appointment to fit the parts. However, she was then told the parts hadn't been ordered and it would take a further eight to twelve weeks for delivery.

Unhappy at the delays in the parts arriving and her sofa not being repaired, Mrs G complained to Fortegra (October 2023).

In their final response issued in November 2023, Fortegra upheld the complaint and apologised for any distress or inconvenience. Fortegra accepted there had been delays in their handling of the claim as well as a lack of contact during a period of the claim. Fortegra said they'd approached the manufacturer about availability of parts for the sofa in March 2023, but no further action was taken until June 2023 when an order for the parts was placed. But Mrs G wasn't advised of this. The manufacturer then advised estimated delivery of the parts for August, and then October 2023. Both dates were missed, and a revised date of November 2023 was provided by the manufacturer. A technician would contact Mrs G when the part was available and arrange an appointment to fit it. In light of the delays and lack of communication, Fortegra awarded £200 compensation.

Mrs G was then told, in December 2023, the parts were due to arrive at the beginning of January 2024. But they hadn't arrived by the end of that month. Mrs G then complained to this Service. She said she'd paid for a protection plan that hadn't been fulfilled. Her claim was still outstanding some ten months after it was made. She wasn't happy with the service she'd received and the experience she'd had throughout the period. She wanted the replacement parts fitted and compensated for the time taken to resolve the issue. Our investigator upheld the complaint, concluding Fortegra hadn't acted fairly. She thought the claim had been handled poorly, with delays ordering the parts and a lack of communication with Mrs G. And then delays in the replacement parts arriving. While a replacement sofa had been ordered, it wasn't due to arrive until August 2024, meaning further delay. Fortegra should have considered alternative options (such as replacement) earlier than they did, given the delays in the replacement parts arriving. The investigator thought an additional £100 compensation (making a total of £300) should be paid to Mrs G.

As Mrs G wasn't happy to await delivery of the replacement sofa (estimated for August 2024) Fortegra should consider an alternative way to resolve the claim.

Fortegra disagreed with the investigator's view and asked an ombudsman review the complaint. They accepted the recommended increase in compensation and thought the offer of a replacement sofa was fair, given they thought on review of the claim it should have been declined because there was a policy exclusion for stitching. While they sought to obtain replacement parts in a timely manner, they didn't have control when dealing with third parties (the manufacturer). They didn't think an alternative resolution was necessary.

### **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.

My role here is to decide whether Fortegra have acted fairly towards Mrs G.

The key issue in the complaint is the length of time taken for the claim to be handled. Mrs G first notified Fortegra about the issue with her sofa in March 2023, with replacement parts ordered in June 2023. As of the end of January 2024, the parts had still not arrived. Fortegra acknowledge delays in handling the claim and lack of communication with Mrs G, awarding £200 compensation in the final response in November 2023.

Looking at the sequence of events, as Fortegra acknowledge, there was a delay between March and June 2023 before the replacement part was ordered. Delivery was estimated for August 2023, then October 2023, November 2023 and January 2024. As at the end of January 2024, I can see from Fortegra's case notes they asked the manufacturer about price and availability of a replacement sofa. And Mrs G subsequently accepted the option of a replacement sofa in February 2024 (with delivery estimated for August 2024).

From what I've seen, Fortegra accept there were delays in their handling of the claim as well as a lack of contact during a period of the claim. Fortegra approached the manufacturer about availability of parts for the sofa in March 2023, but no further action was taken until June 2023 when an order for the parts was placed. Their case notes confirm this, and that Mrs G wasn't advised of this. And there were subsequent missed delivery dates for the replacement parts. Fortegra awarded £200 compensation in their final response in November 2023, but the delays continued after this date through to a second complaint acknowledgement in January 2024. It was at that point Mrs G brought her complaint to this Service.

Considering the further delay after the final response in November 2023 and the follow up acknowledgement of complaint in January 2024, I've concluded an additional £100 compensation (making a total of £300) would be fair and reasonable in the circumstances. I note Fortegra accepted this when responding to our investigator's view.

Turning to the offer of a replacement sofa, I think this was reasonable given the continual delays in the delivery of replacement parts. Again, Fortegra are dependent on supply from a third party (the manufacturer) so while I recognise Mrs G isn't happy with an estimated delivery date of August 2024, I don't think that makes it unreasonable. And given the date this case was passed to me to consider and that it is now August 2024, I think it reasonable to see whether the replacement sofa is (or has been) delivered. If it is, then I think that's a reasonable outcome. If it isn't then that would be a fresh complaint from Mrs G, should she decide to raise one.

I've also noted Fortegra have no said they think the claim should have been declined originally because of a policy exclusion for stitching issues. However, this isn't what they said at the time the claim was lodged, nor in their final response. And they have proceeded on the basis of accepting the claim and ordering replacement parts (and then a replacement sofa). Should they now seek to decline the claim on the grounds of the exclusion, that would also be separate complaint from Mrs G, were that to happen. It isn't an issue for the complaint she brought to this Service or for this decision.

The other aspect of our investigator's view, which appears to be the main point of disagreement from Fortegra, is the recommendation about considering an alternative resolution. However, given my point above about the timing of this case being passed to me to consider and what would appear to be the imminent delivery of a replacement sofa (assuming it hasn't already been delivered) then I don't consider this to be something I can conclude in this decision. Again, should the replacement sofa fail to be delivered as expected, it would be for Fortegra and Mrs G to consider their next steps.

So, my conclusion in this case is that Fortegra hasn't acted fairly towards Mrs G because of the delays and handling of her claim. To put things right, they should pay Mrs G an additional £100 compensation, in addition to the £200 compensation they've already awarded – assuming they've already paid that sum. If they haven't, they should pay the £300 as a single sum.

### **My final decision**

For the reasons set out above, I uphold Mrs G's complaint. I require Fortegra Europe Insurance Company Ltd to:

- Pay Mrs G an additional £100 compensation for distress and inconvenience (if they haven't already paid the £200 they awarded). If they haven't paid the £200, they should pay the £300 as a single sum.

Fortegra Insurance Limited must pay the additional compensation (or the full compensation) within 28 days of the date on which we tell them Mrs G accepts my final decision. If they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 29 August 2024.

Paul King  
**Ombudsman**