

The complaint

Miss A complains about the settlement offer made by Fortegra Europe Insurance Company Ltd after she made a claim under her furniture protection insurance policy. She's also unhappy with Fortegra's handling of the claim.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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.

- Fortegra's latest settlement offer (to reselect furniture) was based on 100% of the cost of both the sofa and the armchair. These items were damaged and couldn't be repaired, so I agree this was reasonable and was in line with the policy terms.
- Fortegra settlement offer (to reselect furniture) also included 50% of the cost of the footstool. I think Fortegra's offer here was fair. The footstool wasn't damaged, but it does match the other damaged items that Miss A needs to replace. So I think it was appropriate for Fortegra to make a contribution towards the replacement of this item, and 50% seems reasonable to me.
- Fortegra made a number of errors with its handling of the claim. When a repair couldn't be done, it ordered the replacement parts from the manufacturer. However, it ordered the wrong part for the armchair. After the sofa was repaired, Miss A told Fortegra she was unhappy with the repair, but it didn't arrange for anyone to inspect the work that had been done. Miss A then had to wait around four months for a replacement part for the armchair, only to then be told it wasn't available. Fortegra then made her a settlement offer, but this was incorrect (which Fortegra accepts). Fortegra then took another six months to make an appropriate settlement offer, which was over a year after the claim was initially made.
- Miss A has explained how stressful and frustrating she has found the claim. Fortegra had already offered £300 compensation, but given the impact to Miss A that she's described, I think an additional £100 would be fair here. We've let Miss A know this (as this is £100 less than that recommended by our investigator). Whilst I understand she thinks a higher award of compensation ought to be made, I'm satisfied total compensation of £400 is appropriate in these circumstances and recognises the upset she was caused and that her furniture has had the damage for some time.
- Miss A has also complained that Fortegra's technician was rude when he visited her home. I see that Fortegra asked the technician about the visit, but he had no reason to think Miss A had been unhappy with him. As I don't have clear evidence about this

and both parties have different recollections of the visit, I can't conclude that it's more likely than not that Fortegra's technician did anything wrong.

My final decision

My final decision is that I uphold this complaint. I require Fortegra Europe Insurance Company Ltd to pay Miss A £400 compensation (less any amount it may have already paid in this respect).*

*Fortegra must pay the compensation within 28 days of the date on which we tell it Miss A accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 25 July 2024.

Chantelle Hurn-Ryan
Ombudsman