

## **The complaint**

Mr G has complained that Fortegra Europe Insurance Company Ltd declined his claim, caused delays and led him to believe it would meet his claim several times.

All reference to the underwriter Fortegra in my decision includes its administrator acting on its behalf.

## **What happened**

Mr G bought a warranty policy with Fortegra for a dining bench set he purchased in 2022.

In October 2023 Mr G made a claim for liquid damage to the fabric of the bench.

In December 2023 a technician attended and said the damage to the bench wasn't covered under the warranty policy as it was caused by loss of resilience. The technician said that a spillage wouldn't have caused the damage being claimed for.

Mr G complained to Fortegra. Fortegra said its decision was correct. But it accepted it had caused delay in reviewing the technician's report. For this it offered Mr G £50 compensation.

Mr G asked us to look at his complaint – and said that Fortegra had told him several times before its decision that it would send him a voucher to cover the costs to replace the bench. Mr G wanted Fortegra to meet the costs to replace the damaged bench.

Our Investigator thought Fortegra had done enough to resolve the complaint. She explained that Fortegra was entitled to reach its decision to reject the claim once it had sight of the technician's report. So she thought the award of £50 compensation was fair and reasonable for its poor service.

Mr G didn't agree and wants an ombudsman 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.

Mr G's policy with Fortegra provides cover for Accidental Damage which it defines as:

*“sudden, unforeseen and unintentional damage resulting in rips, punctures, scuffs, burns, chips or scratches which have penetrated into the surface finish by over 1 .5mm to the external surface of the item.”*

Like most insurers, Fortegra doesn't provide cover under this policy for wear and tear or loss of resilience. The policy says:

*“What is not covered....Your product is not covered for interior fibre fillings, interior foam fillings not springing back to their original shape (if within industry expected settlement which may occur over a period of time), fraying, broken zips, any issues with stitching, loss of buttons, separation of coats or layers of pigments, veneer or finishes.”*

The technician who inspected Mr G's dining bench reported that the area of the dining bench was "sunk in" but he could feel the frame beneath and this wasn't broken. He said it was very unlikely that water damage had caused this. The technician said the sunken damage to the dining bench wasn't repairable – which Fortegra explained to Mr G when it rejected the claim.

So I think Fortegra's decision to reject the claim was reached in a fair and reasonable way and in line with the policy.

Fortegra accepts it caused delays in notifying Mr G of its decision to reject his claim. Mr G complained in January 2024 which was around a month after the technician inspected the damage. Fortegra says it should have told Mr G of its decision sooner.

I understand Mr G wants Fortegra to meet his claim because he was given the impression his claim would be met. Where there is a loss of expectation, this doesn't mean the resolution should be to meet a claim. Overall I think the compensation award Fortegra offered of £50 for the distress and inconvenience its poor service caused is enough to put things right, and in line with awards we give in similar circumstances.

I think Fortegra reasonably rejected Mr G's claim in line with the policy terms.

### **My final decision**

I'm sorry to disappoint Mr G. But for the reasons I've given, I think Fortegra's offer of £50 compensation to resolve his complaint is enough to put things right.

Fortegra Europe Insurance Company Ltd must pay the compensation within 28 days of the date on which we tell it Mr G accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 22 August 2024.

Geraldine Newbold  
**Ombudsman**