

The complaint

Ms M has complained about how Fortegra Europe Insurance Company Ltd (Fortegra) said it would settle a claim under a furniture warranty.

What happened

Ms M contacted Fortegra to make a claim when clothing dye transferred onto her sofa. It wasn't possible to remove the stain using a cleaning kit. So, Fortegra arranged for a technician to visit to assess the damage.

Ms M complained that the technician didn't attend the appointment. A second technician arrived late. When Fortegra replied to the complaint, it accepted that both technicians didn't attend when they should have. It offered £50 compensation.

The technician who assessed the sofa was unable to deal with the damage and recommended the damaged parts be recovered. Ms M was concerned the undamaged sofa cushion wouldn't match and so wanted that recovered as well. Fortegra said this wasn't covered by the policy.

When Ms M complained, Fortegra said the policy said it would replace the damaged parts. The policy didn't include an obligation to replace any undamaged items. It would only offer a replacement where a repair couldn't be achieved. It said it couldn't offer an exact colour match. However, if the replacement parts didn't fully resolve the claim, it would discuss alternative resolutions at that time.

Ms M complained to this Service. Our Investigator didn't uphold the complaint. She said Fortegra had acted in line with the policy terms and conditions by only replacing the damaged parts. She also said the compensation offered was fair for the issue with the visits.

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

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 will explain why.

Ms M wanted Fortegra to replace undamaged parts of her sofa because she was concerned the replacement parts wouldn't match the existing sofa.

The policy terms and conditions said:

"If a repair cannot be achieved, we may choose to replace the damaged part. If this is not possible, [Fortegra] may provide a replacement product(s), or settle the claim by a cash payment at [Fortegra] and your Insurer's discretion instead of a repair or replacement (up to the limit of cover)."

It wasn't possible to carry out a full repair to Ms M's sofa. So, the policy said Fortegra was entitled to choose to replace the damaged part. However, the policy didn't say there was cover for undamaged parts. So, I think it was fair for Fortegra to rely on the policy terms and conditions to say it would only replace the damaged parts.

Ms M's concern is about a loss of match. The policy said that where it replaced a part:

"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 [Fortegra] approved technician could do in the circumstances"

So, the policy explained it might not be possible to achieve an exact match. Although Ms M is concerned about any loss of match, Fortegra is entitled to choose to replace the damaged parts only. As part of that process, it says it will match the replacement part to an inconspicuous area of the sofa. I don't think there's anything unusual about Fortegra's approach.

I also note that in response to Ms M's complaint, Fortegra said: *"Should the parts we have ordered not provide a full resolution to your claim, we will be able to discuss alternative resolutions at that time"*. I think that's fair. Fortegra is entitled to replace the damaged parts to settle the claim because that is what the policy said it would do. When the replacement parts are obtained and fitted, it will assess whether this fully settles the claim and discuss alternative resolutions if it doesn't. I'm aware Ms M doesn't think it will be possible to carry out a successful or satisfactory repair. But Fortegra doesn't need to look at alternative solutions until it has had the opportunity to replace the damaged parts and assess whether the claim is resolved.

I've also thought about compensation. I think the £50 Fortegra offered for the issues with the technician visits was reasonable.

I'm aware Ms M also thinks the timescales Fortegra have offered for the repair are unacceptable. However, this didn't form part of the complaint Fortegra considered, so I'm unable to comment on this.

So having looked at what happened, I don't uphold this complaint or require Fortegra to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 8 May 2025.

Louise O'Sullivan
Ombudsman