

The complaint

Mr B has complained about how Fortegra Europe Insurance Company Ltd (Fortegra) dealt with a claim under a furniture warranty.

What happened

Mr B made a claim for damage to his sofa. Fortegra assessed the damage and ordered a part. Mr B later complained due to the amount of time it was taking to repair his sofa. He wanted Fortegra to offer an alternative settlement.

When Fortegra replied to the complaint, it said it had noted a delay once the part had been received. The part could have been sent to the technician sooner. An alternative technician then needed to be appointed, who offered an appointment a few weeks later. It apologised for this. It said the technician had the replacement part and it wouldn't be willing to offer an alternative solution. It would carry out the repair. It said this was in line with the policy terms and conditions. It offered £100 compensation for the delay.

Mr B complained to this Service. Our Investigator didn't uphold the complaint. She said there had been an avoidable delay with the claim. But the £100 compensation offered was fair for this. She said it was also reasonable that Fortegra repaired the sofa rather than offering an alternative settlement.

As Mr B didn't agree, including with the compensation offered, 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've thought about this complaint in that context.

The policy said:

"If a repair cannot be achieved, we may 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 indemnity). Any cash settlement will be limited to the equivalent cost of repair or replacement by [Fortegra]."

So, I think it was clear that where a repair couldn't be carried out Fortegra would replace a damaged part. Where this wasn't possible, Fortegra would consider an alternative settlement.

When Mr B first contacted Fortegra, an appointment date was agreed, which was about 10 days later. The day after the appointment, the records showed a part was ordered to replace the damaged part. Fortegra also wrote to Mr B to tell him the date by which it expected to receive the part. That date was in about two and a half months' time. I'm aware that was a fairly lengthy time period. However, it's my understanding that the part was coming from the manufacturer. So, it's my understanding that the delivery timescale was outside of Fortegra's control. But, I think it was reasonable that it set expectations about when it was likely to receive the part. For this part of the claim, I haven't seen anything that suggested to me there was a delay caused by Fortegra. I also haven't seen evidence Mr B raised concerns about this at the time. It's also my understanding that he was able to use the sofa while the part was awaited.

A week after the date on which Fortegra said it expected to receive the part, Mr B followed up with it. The part hadn't arrived. Mr B didn't find the delay acceptable and no longer wanted to accept a repair. Fortegra raised a complaint. A week after this, the part arrived. Fortegra sent it to a technician to arrange to fit it. However, Fortegra's records indicate that the technician it sent the part to no longer covered the area where Mr B lived. So, the technician arranged to pass the part to another technician. When the second technician received the part, he tried to arrange an appointment to fit that part. It's my understanding that Mr B was offered an appointment date, which he said he wasn't available for. But that he also said he wanted a refund or replacement, rather than for the part to be fitted. I haven't looked at what happened after this time because Fortegra then responded to the complaint. However, it's my understanding that the part has now been fitted.

Mr B has said Fortegra should have considered an alternative resolution to his complaint given the amount of time it took the part to arrive. However, the only delay I've seen with the part arriving from the manufacturer was the two-week period after Fortegra had told Mr B it had expected it to arrive. I don't think Fortegra was required to move to an alternative option to settle the claim when the part didn't arrive in the timeframe it had advised. I'm also mindful the part arrived shortly after. Once it had the part, it had no reason to think it couldn't be fitted. So, I don't think Fortegra needed to offer an alternative settlement.

Mr B has also said Fortegra should refund his policy premiums. But, in order to have a policy in place and to be able to make a claim, Mr B needed to pay premiums. Mr B also made a successful claim under the policy. I'm not persuaded Fortegra needed to refund premiums.

I've also thought about compensation. Fortegra has accepted there was a delay in receiving the part and with getting the part to the second technician. It offered £100 compensation. Having looked at what happened, including the delay, I think the compensation offered was fair to reflect the impact on Mr B.

As a result, 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 Mr B to accept or reject my decision before 29 October 2025.

Louise O'Sullivan
Ombudsman