

## **The complaint**

Mr G complains about the way Fortegra Europe Insurance Company Ltd handled a claim under his furniture warranty.

Where I refer to Fortegra, this includes the actions of its agents and claims handlers for which it takes responsibility.

## **What happened**

- Mr G holds a furniture protection plan for his sofa, which is underwritten by Fortegra.
- In June 2024, he made a claim for accidental damage after identifying scratches on the cushion of the sofa.
- Fortegra sent out a technician, but they were unable to repair it. So, Mr G was offered a replacement cushion cover, which he accepted.
- Despite being informed it could take up to 12 weeks, the replacement wasn't received and fitted until January 2025.
- When fitted, Mr G complained. He said the colour of the replacement cover didn't match the rest of the sofa. He also raised a structural issue with the sofa which had occurred in the meantime.
- Fortegra responded to say that the policy didn't cover any structural issues and they had replaced the cushion covers in line with the policy terms and conditions. They explained there was a colour tolerance, and the existing cushions may have faded due to a variety of reasons. They offered Mr G a cash settlement of £120 instead of the replacement covers, which they said is what it had cost them to replace.
- Mr G remained unhappy with the handling of his claim and didn't accept the offer made. He said there had been delays and the colour mismatch wasn't fair, and the policy hadn't been adhered to.
- Our investigator didn't uphold the complaint. He was satisfied Fortegra had dealt with the claim in line with the policy terms and hadn't acted unfairly.
- As Mr G disagrees, the complaint has been passed to me 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.

Having done so, I agree with the outcome reached by the Investigator. I'll explain why.

## **Claim settlement**

The policy terms and conditions say:

***“WHAT IS COVERED***

*The cost of repairs after one or a combination of the following, depending on the type of cover you have: accidental damage*

*...*

*If a repair cannot be achieved, we may replace the damaged part. If this is not possible, [claims handlers] may provide a replacement product(s), or settle the claim by a cash payment at [claims handlers] 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 [claims handlers]”.*

Mr G’s sofa cushion wasn’t repairable, so Fortegra provided a replacement part (the cushion cover) in line with the cover provided under the policy.

Mr G was unhappy with the replacement. He said the colour didn’t match the remaining parts. However, the policy terms and conditions also say:

***“CLAIMS PROCEDURE***

*we do not guarantee that any repair or replacement will be an exact match of grain, sheen, pattern or colour”.*

I have been provided with evidence to show the correct replacement cover was ordered to the same specification as the original. Whilst I appreciate Mr G has shown there isn’t an exact match, the policy doesn’t provide for this. Further, Fortegra has explained that the original sofa is approximately three years old and the original material and colour is likely to have faded and they can’t guarantee a replacement would be the same. I think this is fair and I don’t ask them to do anything further here.

Fortegra has now offered a cash equivalent up to amount it has cost them to replace (£120). I think this is fair and Mr G can contact them directly if he wishes to take them up on this offer. They have also explained that Mr G’s policy doesn’t provide structural cover. Mr G is aware he can contact the manufacturer regarding this. Whilst he is unhappy with the engineers record of visit and how it might impact any claim with the manufacturer, I think the record is fair and I wouldn’t expect them to do anything further here.

**Claims handling**

The Financial Conduct Authority’s (FCA) Insurance Conduct of Business Sourcebook (ICOBS) requires Fortegra to handle claims promptly and fairly, and to not unreasonably reject a claim.

I understand Mr G made his claim in June 2024, and shortly afterwards a technician had attended and Fortegra had made an offer of settlement. I appreciate there have been delays in obtaining the replacement part, but this delay has been with the manufacturers, and therefore outside of Fortegra’s control. As such, I can’t fairly hold Fortegra responsible.

Mr G says he’s unhappy with how long it took Fortegra to deal with the complaint. However, after his complaint in March 2025, he was provided with right to bring his complaint to our Service at the start of May 2025.

Overall, I don’t think Mr G has suffered an impact which warrants a payment of

compensation, and I can see Fortegra apologised for the delay in providing their final response to his complaint. I think this was sufficient.

### **My final decision**

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 December 2025.

Yoni Smith  
**Ombudsman**