

The complaint

Mr A and Mrs K have complained about the service provided by Fortegra Europe Insurance Company Ltd ('Fortegra') under their furniture insurance policy. For the avoidance of doubt, the term 'Fortegra' includes reference to its agents and contractors for the purposes of this decision.

What happened

Mr A and Mrs K held furniture insurance with Fortegra and reported an issue to Fortegra in relation to their 3-seater sofa. Fortegra's engineers attempted to fix the problem; however, this attempt was unsuccessful, and it advised that a new cover would need be ordered. Unfortunately, the original material on the sofa was of a silk finish and the replacement cover was matt finish and therefore. Mr A and Mrs K wanted Fortegra to resolve the issue to their satisfaction.

As Fortegra maintained its stance following Mr A and Mrs K's complaint, Mr A and Mrs K referred their complaint to this service. The service's investigator didn't uphold the complaint. It was his view that Fortegra had acted in a fair and reasonable manner by replacing the material to the best of its ability.

Mr A and Mrs K were unhappy with the outcome of their complaint and the case has therefore been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Fortegra applied the terms and conditions of the relevant policy in a fair and reasonable manner. In all the circumstances, I can't say that it acted unfairly or unreasonably. I'll explain why.

In reaching this decision, I've carefully considered the submissions of the parties as summarised below. I firstly turn to Mr A and Mrs K's submissions. They were unhappy that the top part of the sofa now had a silk finish and the bottom half now had a matt finish. They said that the furniture had been very expensive, and it was for this reason that they'd taken out an insurance policy. They didn't think they'd been treated fairly and didn't see the point in having a policy if Fortegra didn't fix the issue properly.

Mr A and Mrs K's complaint wasn't that the repair failed to be an '*exact match*', the complaint was that the repair wasn't a reasonable or fair match because a completely different finish was used. They said it wasn't a minor variation in '*sheen*' but a fundamental difference in the material's appearance, which was '*highly visible and significantly detracts from the look of the sofa*'. As for the policy wording, they noted that; '*Any replacement parts will be matched to an inconspicuous area of the product*'. However, they said that the repaired panel was '*one of the most conspicuous and visible parts of the entire product*' and stated that a much higher standard of matching should be expected in view of the highly prominent location.

In summary, Mr A and Mrs K said that as shown in the photographs they provided, the mismatch was '*obvious and unacceptable*' and the repair hadn't restored them to the position they'd been in before the damage occurred but had simply replaced one problem with another. Mr A and Mrs K had also been unhappy about delays and Fortegra's customer service in general.

I now turn to Fortegra's submissions in response to the complaint. Fortegra stated that it had been unable to source the required material required anywhere other than the original manufacturer, and there had been a long shipping timescale and so there had been unavoidable delays. As for the colour match issue, Fortegra relied upon the policy terms and said that it couldn't guarantee an exact match of colour, grain, or pattern and that its liability was limited to its repairer making reasonable endeavours.

Fortegra stated that in the production process there were differences between batches. It said that the sofa may need an overall clean due to everyday use, and that this would become apparent when new parts were fitted. It explained that there may be fading or colour loss on the unaffected areas resulting from atmospheric conditions such as exposure to sunlight. In conclusion, Fortegra considered that it had taken reasonable endeavours by directly approaching the manufacturer of Mr A and Mrs K's sofa. It considered that the material was '*within an acceptable tolerance*'.

In reaching this position, Fortegra had arranged the attendance of a technician at Mr A and Mrs K's home in February 2025 to inspect the furniture and determine whether the replacement material was within colour tolerance. The technician had advised that he inspected the furniture and determined the replacement parts were within tolerance to an inconspicuous area of the furniture. Finally, Fortegra had previously upheld Mr A and Mrs K's complaint in relation to certain service issues including cancellation of an initial appointment and delays. It apologised and agreed that Mr A and Mrs K could have received a better service, and that the case should have been handled more efficiently. In the circumstances, Fortegra offered Mr A and Mrs K £50 in compensation for these previous service failures.

I now turn to my reasons for not upholding Mr A and Mrs K's complaint. The starting point for complaints of this nature will be the terms and conditions of the relevant policy, as these form the basis of the insurance contract between the consumer and the insurer. Whilst I can understand that Mr A and Mrs K feel that, as they've paid for insurance and the furniture was expensive, that repairs should be carried out to their satisfaction, I must consider what's fair and reasonable in the context of the policy wording.

In this case, under the heading '*Claims Procedure*', the policy states; '*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*'. I agree with Mr A and Mrs K to the extent that whilst customers can't expect an exact match, they can expect a reasonable match. In the circumstances, I do consider that this is a finely balanced matter. Whilst the colour match appears to be good, the photographic evidence produced by Mr A and Mrs K does show a noticeable difference between the existing and replacement material in terms of its finish. Fortegra considered this to be within acceptable tolerance and explained that the difference was unavoidable due to production batch differences. Mr A and Mrs K felt that the difference was obvious and unacceptable.

On balance however, I consider that Fortegra did use reasonable endeavours to match the colour, grain and sheen of the product. It sourced the replacement covers from the original manufacturer, and I've no reason to doubt that it didn't use the relevant unique order number, and colour code or to use a sample from an inconspicuous part of the sofa to attempt to match the colours. As such, whilst it's most unfortunate that the manufacturer

wasn't able to provide a better match, Fortegra had reasonably done what was possible to try to place Mr A and Mrs K back into the position they were before the damage occurred.

I've considerable sympathy with Mr A and Mrs K's predicament as I agree that there isn't an exact match. Also, whilst it may be within the manufacturer's tolerances, for the ordinary consumer, it certainly isn't ideal. Nevertheless, having found that Fortegra had made reasonable efforts to match like with like, the provisions are clear that the match cannot then be guaranteed. I appreciate that this will come as a disappointment for Mr A and Mrs K, however I can't say that Fortegra applied the terms and conditions of the policy in an unfair or unreasonable manner in this case, and unfortunately, I can't uphold their complaint.

My final decision

or the reasons given above, I don't uphold Mr A and Mrs K's complaint, and I don't require Fortegra Europe Insurance Company Ltd to do any more in response to their complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs K to accept or reject my decision before 25 December 2025.

Claire Jones
Ombudsman