

The complaint

Mr G is unhappy with the service provided by Fortegra Europe Insurance Company Ltd (“Fortegra”) following a claim under his sofa protection insurance policy.

When I refer to what Mr G has said and what Fortegra has said, it includes anything said on their behalf.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

Mr G took out a protection policy underwritten by Fortegra when he bought a new sofa. The adjustable headrest stopped working so he made a claim under the policy. Mr G brought a complaint to us about how Fortegra was handling this claim, and, at that point, the sofa hadn’t been fixed. We issued a final decision which covered all matters up to Fortegra’s final response dated 18 September 2023.

Mr G experienced further delays and he raised this, subsequent, complaint about Fortegra. This decision will not revisit any events already addressed, and it will be in relation only to events which happened between 18 September 2023 and 6 June 2024 - the date of Fortegra’s final response.

The current complaint is that Mr G said he took time off work only for engineers to miss the appointments. He said the sofa was still not functional until the repair in March 2024 because Fortegra continued to order replacement parts rather than replacing the sofa or refunding the cost of it to Mr G. Because of the additional inconvenience beyond that already addressed, Mr G would like further compensation. In particular, he mentions that over Christmas 2023 guests had to use garden chairs because the sofa wasn’t functional.

Fortegra offered £150 compensation in recognition of the service failures between September 2023 and March 2024. Mr G remained unhappy, and brought his complaint to us.

Our investigator considered the offer Fortegra made but she didn’t think it fully addressed the continued delays and inconvenience. Our investigator thought Fortegra should increase the compensation by £100, bringing the total to £250 in respect of this complaint.

Fortegra didn’t agree. It said the compensation had already been paid after our decision in respect of Mr G’s first complaint. Although the investigator set out details of the compensation payments required, Fortegra remained of the view that it had already made full payment. So, the complaint was 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’ve decided to uphold Mr G’s complaint for broadly the same reasons as

those set out by our investigator.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. There's no dispute that Fortegra didn't complete the repair to Mr G's sofa promptly. Overall, it took around 14 months from when Mr G first raised his claim to completion of the repair. The repair was a small replacement part.

When we looked at Mr G's first complaint, the repair hadn't been completed but an appointment had been arranged. I've considered the evidence in relation to events after September 2023.

The repair appointment was booked for November 2023, but Fortegra cancelled it. A second appointment also failed but on this occasion Mr G wasn't told until he chased an update on the engineer's arrival time. At this point, the correct part hadn't been ordered but the engineer said it would be available within a few days.

The replacement part was sourced in December, but it was not ordered until three months later. The repair was completed in March 2024, three weeks after the part was delivered.

I've noted that Fortegra doesn't dispute its shortfalls in handling Mr G's claim. The additional delays of around six months before completing the repair, and after he had already brought a complaint about the claim delays, are unreasonable. I can understand why Mr G had become increasingly unhappy. Looking at the claim notes Fortegra provided, I can't see anything to suggest the delay was unavoidable.

In particular I've noted the following comment in an email from Fortegra to its contractor, dated 2 April 2024:

Please see the [Financial Ombudsman Service] decision below. The complaint has been upheld and the investigator ruled an addition £100 compensation is to be paid.

Please note, an addition £150 compensation for the delays from September 2023 to March 2024 should also be paid.

Therefore, [Mr G] should receive an additional total of £250.

Please action.

Having considered this, it's evident that Fortegra recognised the additional, avoidable delays and poor service and instructed the contractor to pay £150 compensation for the delays relating to September 2023 to March 2024.

I've thought about the inconvenience Mr G described as a result of Fortegra's handling of his claim from September 2023 onwards.

- He took time off work for appointments which Fortegra missed.
- He had to chase updates, including on the day of a missed appointment to find out what was happening.
- Incorrect parts were ordered, causing delays.
- He was promised that the part would be available within days, but it was three months before the part was even ordered and four months before the repair was completed.
- His sofa was not fully functional during this time.

The simplicity of the required repair and the availability of the part highlights how unreasonable the handling of this claim has been and how the delays should've been avoided. In light of this and Mr G's description of the inconvenience caused, I'm satisfied that

an additional £100 compensation is fair and reasonable for the delays and service shortfalls between September 2023 and June 2024 when Fortegra issued its final response to his second complaint.

I've noted Fortegra's comments about the compensation already paid. For clarity, I'll set out what it should pay to Mr G for this complaint by referring to the redress for his first complaint.

For his first complaint, Fortegra offered Mr G £200 compensation. In our first decision, we instructed Fortegra to pay an additional £100 compensation. This is a total of £300 for the first complaint.

In our first decision, we also noted that Fortegra had offered £150 compensation for events between September 2023 and March 2024. It was simply an observation, and the decision did not include any consideration of that compensation offer or the events to which it related. Nor did we instruct Fortegra to pay what it had offered.

I've considered Fortegra's £150 compensation offer here, as it relates to the events after September 2023 which is the subject of this complaint. Having done so, I've said I think a further £100 is warranted. So, for this complaint, the total compensation is £250.

That brings the overall compensation, across both complaints, to £550.

Overall, I'm satisfied that the evidence demonstrates Mr G experienced unreasonable delays and inconvenience as a result of Fortegra's handling of his claim between September 2023 and June 2024. While Fortegra also acknowledged these service shortfalls, and it offered £150 compensation, it's my view that a further £100 compensation is warranted for the reasons I've given.

My final decision

For the reasons I've given, my final decision is that I uphold Mr G's complaint and Fortegra Europe Insurance Company Ltd must:

- pay Mr G £100 compensation, in addition to the £150 it already offered, for the delays and inconvenience caused between September 2023 and June 2024.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 1 April 2025.

Debra Vaughan
Ombudsman