

The complaint

Ms P is unhappy with how Fortegra Europe Insurance Company are handling her claim on her contents insurance.

What happened

Ms P has a contents insurance policy underwritten by Fortegra.

She made a claim for damage to her sofa in September 2022. Fortegra said one of their agents attempted to attend Ms P's home to carry out repairs, but they couldn't find adequate parking, so the repairs couldn't be done as planned.

Fortegra said Ms P needs to provide adequate parking in order for their technician to attend. The technician needs to park a reasonable distance from a customer's property so they can transport their equipment safely in order to carry out the repairs

Ms P feels the parking is a cost that should be covered by her premiums. Fortegra explained these extra costs aren't included in cover, and their terms state Ms P will have to pay any costs not covered by the policy. They confirmed that until parking was made available, they wouldn't be able to look at the damage.

Our investigator looked into what had happened. She said she thought it was reasonable for Fortegra to ask Ms P to provide a parking permit for their technician to visit the property. But as Ms P wasn't happy to do this, she thought it was reasonable for Fortegra to offer a cash settlement.

Fortegra said they had offered Ms P the option to arrange a permit or a cash alternative settlement of £50.00 which is the value of the technicians call out fee. They explained it would be difficult to advise how much it would cost to repair the damage without the report back from the technician, which they are unable to obtain without access to parking.

Our investigator checked if it was possible to do a desktop valuation/estimate for Ms P's claim without physically inspecting the item as they already had photos of the damaged sofa. Fortegra explained that they felt £50 covered the average rate for one hour clean. In this case as they've been unable to attend and assess the extent of the staining, they're unable to determine exactly how long the clean will take.

Our investigator issued a follow up opinion explaining that she felt Fortegra's offer of £50 was fair as she agreed it would be difficult for them to assess the extent of the stains and damage without the technician visiting Ms P's home. And she was satisfied £50 for an hour of cleaning was reasonable in the circumstances.

Ms P didn't think this was fair. In summary she said:

- She would be under-compensated if was covering the parking charge.
- She's paid in full for a service of cleaning or changing any parts needed – this should

include all discrepancies such as the parking charges.

- Parking is available for the technician.
- £50 compensation for one hour of labour would not cover the materials and products for the cleaning or the potential pieces of furniture that may need to be changed. Or the potential time taken in labour from a third party.
- If Fortega won't cover the parking costs, she should be refunded for the service she has been paying for.

The case has now 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.

The relevant rules and industry guidelines say Fortega has a responsibility to handle claims promptly and fairly. And they shouldn't reject a claim unreasonably.

The terms of Ms P's policy say that where repairs can't be achieved, Fortega can settle the claim by cash payment.

Fortega's notes suggest that Ms P said the technician could park for free about 20 min walk away. But I don't think this is reasonable with the equipment its likely is needed for this type of service. Fortega checked the cost for parking outside the property and it was £14 for a permit for the day. I appreciate this is expensive, but I can't hold Fortega responsible for that. And I don't think it's fair for them to cover the cost.

I say that because, although the policy doesn't specify that a customer needs to provide and pay for parking, it does say:

"you will have to pay any costs not covered by this policy".

And it also states customers aren't covered for:

"any other costs indirectly caused by the event which led to your claim, unless specifically stated in this policy".

I appreciate Ms P feels the premium she's paid for the service should cover this extra cost, but I don't agree that's fair. I think parking is an additional cost and its reasonable for Fortegra to rely on the terms of the policy here - they are clear that any specific cost that isn't outlined in the policy needs to be covered by the policyholder. So, I don't think Fortega are liable for parking costs.

I understand Ms P doesn't feel she should accept £50 if she has to spend further money for a third party to complete the repairs. But I don't have any evidence to support why the offer should be increased. Ms P has said the stains were made from pen, dirt and food. And I haven't seen any evidence, such as a quote from a third party, to suggest why £50 wouldn't be enough to cover the cleaning costs to remove these fairly common stains.

It's possible that if Fortega could attend Ms P's home, they would be able to consider a more accurate settlement. But as Ms P has been clear that she isn't going to pay for a parking permit, this no longer seems to be a viable option.

In the absence of any adequate parking being available, I think Fortegra have made a reasonable offer to bring the matter to a close. £50 is a fair settlement based on the information they have. So I won't be asking them to pay for parking or issuing any refund.

Putting things right

Fortegra Europe Insurance Company has already made an offer to pay £50 to settle the complaint. I think this offer is fair in all the circumstances, so I direct this amount to be paid to Ms P.

My final decision

For the reasons set out above I uphold this complaint and direct Fortegra Europe Insurance Company to put things right by paying Ms P £50.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 28 July 2023.

Georgina Gill
Ombudsman