

The complaint

Mr I complains about Fortegra Europe Insurance Company Ltd's ("Fortegra") handling of his claim under his appliance insurance policy.

What happened

The background to this complaint is well known to the parties so I won't go into detail but will summarise the key points. Mr I reported a fault with his washing machine, following which an engineer attended a few days later and established some parts would need to be ordered and a return visit would need to be arranged to carry out the repair. Over a period of just over a month, a number of appointments were rearranged due to the parts not arriving. Fortegra also said an engineer did attend but had to leave as they weren't able to find a parking space and couldn't contact Mr I. The claim was eventually settled with a cash payment, but Mr I complained about the rearranged appointments and an engineer not attending an appointment after Mr I had taken a day's leave from work. Mr I also complained about inaccurate information given by an agent about the engineer's visit.

Fortegra responded and explained visits had to be rearranged due to the parts not arriving in time for the appointments. Fortegra said a visit was rearranged for 21 February 2023 but the engineer couldn't find a parking space and tried calling Mr I but there was no answer, so they were asked to move on. Fortegra said another appointment was arranged, but when the engineer attended, he discovered the wrong part had arrived. Fortegra explained a decision was then taken the same day to replace Mr I's washing machine and a cash settlement had been agreed and paid to Mr I. Fortegra said the period between repair to replacement was 35 days which, while longer than they would like and outside their usual service, they couldn't identify any avoidable delays.

Our investigator looked into things for Mr I. He upheld the complaint and recommended Fortegra pay Mr I £150 compensation. Fortegra haven't responded and Mr I asked for an ombudsman to decide the complaint, so the matter has come to me for a decision.

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 the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters. I understand Mr I will be disappointed by this but I'll explain why I have made this decision.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided.

I've looked at the claim notes provided by Fortegra, and this shows there were a number of occasions where appointments were rearranged. For example, an appointment was

arranged for 14 February 2023, but the notes say this was rearranged due to the parts not arriving in time. A further appointment was arranged for 17 February but, again, the notes show this was rearranged due to the parts not arriving in time. I can see parts were ordered but on occasions these had to be cancelled as the parts weren't dispatched within the service level agreement Fortegra have with their supplier. So, while I accept it was frustrating for Mr I to have appointments rearranged, I can't say it was unreasonable for Fortegra to do this if they didn't have the necessary parts to carry out the repairs.

It's not clear though whether the parts weren't dispatched due to them not being in stock – in which case I can't say Fortegra are responsible for any delay, or if this was down to their suppliers not dispatching the parts in time – in which case, being their agent, I think Fortegra are responsible for any delays. Given that Fortegra haven't provided any evidence showing the issue was down to a shortage in stock, I think there were delays here attributable to Fortegra. The claim notes also show the visit on 14 February had to be rearranged due to the part being lost.

The notes refer to an engineer visiting on 21 February, but they weren't able to find a parking space, and being unable to contact Mr I due to Fortegra having the wrong number, the engineer left. During a webchat with an agent, Mr I queries why an engineer hasn't attended and the agent explains he did attend and left a card as there was no answer at the door. I understand Mr I believes the engineer didn't attend as no card was left and he didn't knock on his door. The agent then later explains to Mr I the engineer wouldn't have been able to knock on his door as he didn't have a parking space. So, it appears the original information Mr I was given about the engineer knocking on his door and leaving a card wasn't correct, but I think the impact of this is limited as the information was corrected during the same webchat. The claim notes show the engineer called an agent at Fortegra to say he needs a permit to park and has tried to call Mr I, but the number isn't connecting. The notes say the agent tried calling Mr I also, but they were experiencing the same issue. The webchat notes show, during Mr I's communication with Fortegra, the agent noted they held an incorrect number for Mr I. So, based on the information I've seen, I think, on the balance of probabilities, it's more likely than not the engineer did attend but was unable to speak with Mr I due to having the wrong number.

While I can't say the engineer didn't attend, I do think there is an issue here in relation to this visit. Mr I raises the point that the engineer who first attended, parked in his drive so he queries why the second engineer didn't do the same. I agree with Mr I's point here as I haven't seen anything to suggest the first engineer experienced any problems in parking in Mr I's drive, so I believe the second engineer could've also parked there. As the repair couldn't be carried out, the engineer left, and the notes show the part was then returned by Fortegra and had to be re-ordered. It's not clear why this action was taken particularly as it's reasonable to expect the part was still required to carry out the repairs to Mr I's washing machine. So, I think this delay was avoidable.

Taking this all into account, I think Mr I has been caused upset, frustration and inconvenience. I think the claim took longer than it should've, and this is down to errors on the part of Fortegra. So, I think compensation of £150 is fair and reasonable in the circumstances.

I can see Mr I wants Fortegra to refund his premium, but I don't believe that's reasonable here. I say this because Mr I has benefited from the policy in that his claim has been settled. Mr I also says he had to take his washing to a launderette which has cost him £150. Mr I says he doesn't have any bank statements or receipts to prove this as the money was paid in cash. I acknowledge Mr I says he can ask the launderette to provide a letter setting out the money he has spent, but the terms and conditions of Mr I's policy sets out a general exclusion for any consequential losses of any type, which the policy says includes loss of

use of the product. So, in the circumstances of this case, I don't think it's fair to ask Fortegra to cover these costs.

Putting things right

I've taken the view that Fortegra have made errors which have had an impact on Mr I. So, they should pay Mr I compensation of £150.

My final decision

My final decision is that I uphold the complaint. Fortegra Europe Insurance Company Ltd must pay Mr I £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 25 October 2023.

Paviter Dhaddy
Ombudsman