

The complaint

Mr W complains that Fortegra Europe Insurance Company Ltd (FEIC) won't repair his car under his insurance cover with them.

What happened

In July 2021 Mr W took out cosmetic accident repair insurance with FEIC. He said he purchased the insurance when he acquired his car and was told the insurance would cover minor scratches. In April 2022 Mr W said his car was hit on the right side by a motorcycle whilst he was driving around a roundabout. But in May 2022 Mr W said when he made a claim against the insurance policy he was told that the damage wasn't considered to be minor and so didn't fall under the scope of his insurance policy.

Mr W didn't agree as he said the damage was minor. FEIC said as the bumper was displaced it wasn't possible for their mobile technician to repair. But they would contribute up to the policy benefit of £150 per claim towards any repairs that Mr W had done. And as Mr W had made three claims they would contribute £450. Mr W responded by saying he would only look to make a claim for the damage to the wing of his car, but as he'd been quoted £440 he asked FEIC to make up the shortfall. FEIC said the damage to the wing couldn't be repaired by them but they would contribute £150 towards the repair in line with Mr W's policy, they considered the other two repair claims as closed. Mr W complained to FEIC.

FEIC said the offside front wing had been pushed in, the wheel arch moulding had come away and the bumper was out of alignment so Mr W's car needed to be repaired in a body shop and couldn't be repaired by their mobile technician. They again offered to contribute the policy benefit of £150 towards the repair.

Mr W referred his complaint to us as he said FEIC hadn't been clear about their services when the insurance policy was purchased.

Our investigator said Mr W had been provided with FEIC's terms and conditions and they'd acted fairly and reasonably in applying those terms to his claim.

Mr W didn't agree he said the terms hadn't been made clear to him so he wanted the insurance policy terminated with a full refund. He asked for an ombudsman 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.

I know Mr W will be disappointed by my decision, while I empathise with the position he finds himself in, for me to say FEIC must do something different I must first be satisfied that

they've done something wrong. I can't see that they have here which is why I won't be asking them to do anything else. I'll explain why.

Mr W said that FEIC hadn't been clear as to the terms and conditions of the insurance policy. But from Mr W's testimony I can see his understanding when he took out the policy was that it was a cosmetic insurance policy for minor repairs.

I've considered the policy documents Mr W has sent to us. These say that the insurance is to cover minor damage and that Mr W's motor insurance wouldn't be affected. The terms and conditions go on to explain that if the damage can't be repaired using FEIC's repair techniques but the damage falls within the conditions of the policy that they would contribute up to £150 per claim towards the body shop repair.

The terms and conditions give examples of minor damage: *"Minor damage means chip, minor dent, light scratch and/or scuffed bumper"*

And defines what is a minor dent, light scratch and scuffed bumper. Light scratch: a scratch not more than 30cm in length and 3mm in depth that doesn't cross more than 2 body panels. Scuffed Bumper means a scuffed or dented area on the bumper not more than 30cm in diameter, 3mm in depth and where the bumper is not distorted, perforated or cracked

FEIC said their repairers assessed the damage and decided the repair couldn't be done using their CARS Plus repair techniques as it needed to be repaired in a body shop, but offered a contribution up £150 in line with the terms and conditions of the policy.

Mr W sent photographic evidence of the damage caused to his car, having looked at this I can see that the wheel arching has come away and that the wing has been pushed in. I know Mr W thinks the damage is minor and should be covered under the policy but he's said he's been quoted £440 for the damage to be repaired which I think shows the damage isn't just cosmetic.

So, I think FEIC applied their terms and conditions fairly and reasonably in how they looked to settle Mr W's claim. And I haven't seen any evidence that shows the policy was unclear or offered anything other than cover for minor cosmetic repair.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 14 April 2023.

Anne Scarr
Ombudsman