

## **The complaint**

Mrs G complains Fortegra Europe Insurance Company Ltd unfairly declined claims against her minor damage repair cover insurance policy.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mrs G took out the policy in early 2021. It had a three-year term and allowed a maximum benefit of up to 15 claims, or £3,000 in total. The policy says if during the policy term minor cosmetic damage occurs as a result of day-to-day motoring, Fortegra will pay for a SMART repair. A SMART repair is defined as "*a repair that can typically be achieved within one hour that involves using a Small to Medium Area Repair Technique.*" The policy makes provisions for damage where a SMART repair isn't appropriate.

In June 2023 Mrs G reported 14 areas of damage. She said, in brief, she noticed some damage, which led to her washing the car and inspecting it for further damage. It's been accepted by both parties that each area of damage, on its own, is minor cosmetic damage. From the criteria provided, and the photographs/descriptions available, I'm satisfied that is the case. Mrs G therefore made, in effect, 14 claims against the policy. Fortegra declined Mrs G's claims under various exclusions, which I will address in turn.

*Any Minor Cosmetic Damage which is not reported within thirty (30) days of the Incident Date.*

Fortegra says the damage claimed for happened more than 30 days before it was reported. I find it may be right, for some of the damage/claims. But I'm not persuaded it's fair and reasonable for Fortegra to rely on this exclusion. I say this because I haven't been presented with any compelling evidence to satisfy me the delay(s), if there were any, materially changed its position as it seems most likely the repair technique/cost would be the same.

*Damage that is not repairable by a SMART Repair, is beyond Minor Cosmetic Damage or because of the extent or number of areas of damage, a Bodyshop Repair is required*  
Fortegra says the extent of the damage means a SMART repair isn't appropriate. I might agree if Mrs G was making one claim. But each claim is separate, and Mrs G can make up to 15 claims. I understand each individual area of damage/claim can be addressed using a SMART repair, and if not, the policy entitles Mrs G to a £150 contribution towards a body shop repair for each claim. I'm not satisfied Fortegra can fairly rely on this exclusion.

*Any damage that has been accumulated over an extended period, which We or the Administrator deem to be wear and tear*

Fortegra says the damage Mrs G claimed for has accumulated over time and is therefore wear and tear. While the damage may have accumulated over time, I'm not persuaded said damage can fairly be considered wear and tear. I can't see the policy defines wear and tear. But the usual meaning in my view would be minor cosmetic damage caused by use. The policy covers such damage, so I'm not satisfied this exclusion can fairly be applied.

### *Summary*

I find Mrs G has 14 claims and that the exclusions Fortegra has relied upon cannot fairly be applied. It follows I uphold this complaint and require it to reconsider Mrs G's claims in line with the remaining policy terms. I'm aware Mrs G has suggested she will deal with some of the damage herself, as a compromise. I will leave it to the parties to decide what damage/claims need further consideration between themselves.

### **My final decision**

I uphold this complaint and require Fortegra Europe Insurance Company Ltd to reconsider Mrs G's claims in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 30 September 2024.

James Langford  
**Ombudsman**