

The complaint

Mr E is complaining about the customer service he received from Fortegra Europe Insurance Company Ltd ('Fortegra') when he made a claim on his cosmetic damage insurance policy.

What happened

In November 2023 Mr E contacted Fortegra to claim for some paintwork damage to his car. I understand he was asked to send photos of the damage, which were sent to the garage in advance of the appointment. However, when he attended the garage to have the repair carried out, he was told the garage already said it wasn't covered. He was later told a second garage would review the damage, but he wasn't told until January 2024 that that garage wouldn't do the repairs either.

Fortegra explained that the garages couldn't repair the paintwork with cosmetic repair tools and the car needed a body shop repair. It said it would contribute up to £150 to any repair he got carried out.

Mr E complained that he wasn't told the garage had said it wouldn't do the repair until he got there. He also didn't agree that Fortegra should only contribute £150 to the repair as he believes the policy covers up to £500 per repair.

Fortegra said the garage acknowledged it could have called Mr E sooner, but it explained it was very busy at the time. However, it passed on the garage's apology and also apologised itself for the inconvenience this had caused Mr E.

Our investigator didn't uphold the complaint. He acknowledged Fortegra and the garages could have provided better service. But he also recognised both the garage and Fortegra had apologised for what had happened and he thought that was fair. He also thought Fortegra's offer to contribute £150 towards the cost of any repair Mr E incurs was in line with the terms of the insurance policy. So he didn't think Fortegra needed to do more.

Mr E didn't agree with the investigator as he wanted Fortegra to compensate him for his wasted car journey. As he didn't agree, the complaint's 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.

I've decided to not uphold this complaint and I'll now explain why.

It's not disputed that Fortegra could have handled the claim better. It seems the garage had decided the day before Mr E drove to have the repairs carried out that the damage wasn't covered, but it hadn't been in a position to update Fortegra and Mr E before he arrived. I do think ideally it should have done so, but I also recognise it was only a few working hours after this decision was made and it's not always going to be possible to provide an update in such a short period of time. I do appreciate this would have been inconvenient to Mr E to

have had to drive to and from the garage. But both the garage and Fortegra have apologised for the inconvenience this caused and I think that's a fair way to put things right.

I recognise Mr E wants to be compensated for having to make the unnecessary drive to the garage. But there's always likely to be some inconvenience in making a claim, but it doesn't automatically follow a business should pay compensation in all circumstances when it could have done something better. Sometimes an apology is sufficient and, as I said, I think that's fair in this case.

I also note it took nearly three weeks for Fortegra to tell Mr E the outcome of the second inspection. But I'm also conscious this was over the Christmas and New Year period. So it's inevitable some delays would arise during this time. And, ultimately, Mr E hasn't lost out because of this as the situation would have remained the same had Fortegra told him the outcome of the claim after a day or three weeks.

I've also considered Mr E's comment that he doesn't think £150 is what he's contractually entitled to under the policy terms. But the policy says the following:

<i>"Where the Minor Cosmetic Damage falls within the terms of Your Policy but is not repairable using a SMART Repair technique (as determined by an Approved Repairer), We will contribute towards a Bodyshop Repair so long as the repair is not the subject of a motor insurance claim.</i>	<i>£150 including VAT for any one contribution</i>
---	--

So the policy sets out that Fortegra will contribute £150 towards a repair where it's not possible to repair damage using a SMART Repair technique. Two separate garages have confirmed it can't be possible to repair the damage using a SMART repair technique. So Fortegra's offer to contribute £150 towards any repair Mr E carries out is in line with the policy terms. Mr E will need to contact Fortegra directly if he wants to make use of this offer.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 26 July 2024.

Guy Mitchell

Ombudsman