

The complaint

Mr C complains that Fortegra Europe Insurance Company Ltd declined his claim made on his annual excess protection motor insurance policy.

What happened

Mr C took out a policy for annual excess protection for hire cars with Fortegra through an online comparison site. Nine months later, he needed to hire a van and checked that his policy covered this. Mr C had an accident and made a claim, but Fortegra declined this as it said his policy only covered car hire. Mr C thought the policy wording was unclear and misleading.

Our Investigator didn't recommend that the complaint should be upheld. She thought the policy certificate clearly stated that the policy covered car hire only. She thought the policy documents directed Mr C to check his eligibility. And so she thought Fortegra hadn't acted unfairly or unreasonably in declining the claim.

Mr C replied that he still thought the policy wording was unclear. He asked for his complaint to be reviewed by an Ombudsman, so it's come to me for a final 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.

I can understand that Mr C feels frustrated and disappointed that Fortegra has declined his claim. He has explained that this has caused him financial difficulties, and I was sorry to hear this.

Fortegra said it declined the claim because Mr C had taken out a policy to cover car hire and this didn't cover van hire. Mr C countered that he thought the policy did cover van hire because the policy booklet states under Eligibility:

"When you applied for this insurance, we asked you to confirm that you were eligible for cover. The eligibility requirements are as follows:

- *The rented vehicle is a car, van, minibuss or motorhome."*

I think Mr C concluded that this meant that his policy covered **all** of these vehicle categories and so he thought he was also covered for van hire. But Fortegra said it had one policy for all four categories. But the policy only covered the category stated on the Certificate of Insurance. And so the policy provided options for cover. I'm satisfied that this was made reasonably clear to Mr C when he bought his policy and in his policy documents. I say this for the following reasons.

When Mr C bought his policy through an online comparison site, he was asked to choose which of the four categories of vehicle he wished to hire. Mr C selected "car".

Fortegra then provided Mr C with his policy documents. The Insurance Product Information Document (IPID) explained that the policy excluded from cover *"Motorhome, minibuss and van hire"*.

The policy booklet directed Mr C to check his Certificate of Insurance to ensure that the cover suited his needs. On the Certificate I think it clearly states that the excess cover is for car hire.

And I think the policy booklet made it clear in several places that if Mr C wanted to cover other categories of vehicle he should contact Fortegra's agents.

Mr C thought he shouldn't have to check all his policy documents to ensure that his requirements were being covered. But I disagree. I think it's Mr C's responsibility to check that the policy suits his needs. And I don't think the documents provided by Fortegra were onerous.

So I'm satisfied that Fortegra made it clear in the policy booklet, the IPID and the Certificate of Insurance that the cover was just for car hire. And, as I can't say it did anything wrong, I don't require Fortegra to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 November 2022.

Phillip Berechree
Ombudsman