

The complaint

Mr C complained about Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. He isn't happy that it turned down a claim for the repair of minor scratches to his car following a claim under his minor cosmetic insurance policy.

What happened

Mr C made a claim under his minor cosmetic insurance policy after he noticed minor scratches on the boot of his car. When Mapfre looked into the claim it eventually turned it down as it felt the diameter of the damage was more than 300mm which was excluded under the policy when it stemmed from a single incident. As Mr C didn't agree he complained to Mapfre and then this Service.

Our investigator looked into things for Mr C and upheld his complaint. She thought there was some ambiguity in the policy and that there wasn't sufficient evidence to show the damage was caused during one incident. And asked Mapfre to reconsider the claim in line with the remaining terms and conditions of the policy and pay the claim.

As Mapfre didn't agree the matter has been passed to me for review.

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 agree that the complaint should be upheld. I'll explain why.

Although I can understand Mapfre's position I can't be sure, on the evidence before me, that the damage to Mr C's car was caused in one incident. On the one hand I've seen suggestion that the damage may have been caused when Mr C's wife was reversing in the garage and on the other I've seen suggestion the damage was caused by stone chips. And looking at the photographs of the damage it seems likely, on balance, that the damage was caused in two separate incidents.

I say this because of the two incidents described and also because the photographs of the damage clearly show damage above and below the lip on the boot of the car. The level of the two separate areas of damage is a few inches apart in height and it seems likely they were separate incidents given this. The actual damage is different and seems consistent with coming into contact with different materials and unlikely to be the same contact. It seems to me that the minor scratches and dent would be more joined up and consistent if the impact happened at the same time, perhaps when Mr C's wife reversed into the garage door. And as these two areas seem to have stemmed from different incidents, at different times and each are under the 300mm diameter Mapfre has referred to I agree with our investigator the complaint should be upheld. Mapfre should consider the two claims separately in line with the remaining terms and conditions of the policy and if no other exclusions apply, pay the claim.

Finally, as I'm satisfied, on balance, there were two separate incidents and I'm upholding this complaint I don't feel it necessary to consider the ambiguity of the policy in detail.

My final decision

It follows, for the reasons given above, that I uphold this complaint. I require Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. to consider the two claims separately in line with the remaining terms and conditions of the policy and if no other exclusions apply, pay the claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 10 March 2023.

Colin Keegan
Ombudsman