

The complaint

Mr E complains that Fortegra Europe Insurance Company Ltd have declined his claim for minor damage repairs to his car.

What happened

In July 2022 Mr E made a claim under the minor damage policy he held with Fortegra. A shrub had caused a scratch to the door and the sill of his car whilst reversing off his drive.

Fortegra declined the claim, saying that the damage was greater than the policy covered.

Mr E contacted Fortegra and told them that he wouldn't claim for both the door and the sill as the door damage was less noticeable, and he was advised to make a complaint in order to have the claim reconsidered.

Mr E then washed his car and the damage on the door came out, so he only needed to claim for the damage to the sill. Mr E advised Fortegra accordingly in his complaint, asking for the repair to the sill, but this was still refused.

As Mr E had to return the car to the dealer in August under the terms of his finance, he had the damage to the sill repaired at a cost of £75 using Fortegra's usual contractor.

In their final response Fortegra said that the still considered that the scratch to the sill exceeded the 30cm cover limit.

Mr E was unhappy with Fortegra's response and brought his complaint to us.

One of our investigators has looked into Mr E's complaint and he thought that the damage was covered by the policy and that Fortegra should reimburse Mr E the £75 he had paid for the scratch repair.

Fortegra didn't agree and so the case has come to me to 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.

I am upholding Mr E's complaint and I will explain why.

I've reviewed all the evidence and images provided by both parties.

The minor damage policy defines 'Minor Cosmetic Damage' as:

"Accidental damage to the bodywork of Your Vehicle (excluding the roof) caused by a sudden and unforeseen incident during Day-To-Day Motoring resulting in:

- a minor dent to a metal body panel, not exceeding 30cm in diameter and not where the panel has been ripped, perforated, torn or the area distorted; or
- A minor scratch, up to 1.5mm in depth, not exceeding 30cm in length.
- a scuffed bumper, which is less than 30cm in diameter, less than 3mm in depth and sitting within one bumper panel; or
- a scratched or scuffed wing mirror cover/casing, where the damage is less than 30cm in diameter and less than 3mm in depth.

Under Policy section 'What Is Covered', your policy states:

“• Note: In the event of multiple cases of Minor Cosmetic Damage being caused by the same incident, these will be treated as one claim and will be subject to the 30cm diameter area.”

Fortegra say that following the complaint, they have reviewed the claim, even though the door damage was subsequently discovered to be dirt, the damage on the sill alone is over 30cm which takes it outside the policy cover.

I have reviewed the images of the scratch to the sill.

In the photograph provided by Mr E when he made the claim, he is holding a tape measure to the scratch which shows the scratch to be 24cm.

Fortegra say that they consider that that isn't the full extent of the scratch, and that it extends beyond the tape and out of the picture.

So, I've then reviewed the photograph that was provided by the repairer with the invoice. Although there is no tape measure on this photograph, it is taken from further away, and it shows the full length of the scratch. The scratch is intermittent and there are 5 parts of the scratch which are slightly deeper than the rest, and also at least three parts along the length of the scratch where there is no damage at all. As Fortegra have pointed out, it is the cumulative total of all the damage which must not exceed 30cm.

Comparing the photographs closely, although I do think the scratch does start very faintly a little before the start of the tape measure in Mr E's claim photograph, I don't agree that it extends beyond the end of the tape, and so I'm satisfied that on balance, the total length of the scratch doesn't exceed 30cm. So I think that Fortegra should have authorised the repair.

I also note that if Fortegra were unhappy with the photographs and evidence provided by Mr E they could have asked for additional photographs, or sent their repair contractor to look at it and assess the damage properly. As Mr E has had the damage repaired and has now returned the car to the dealer, this isn't possible.

Putting things right

To put things right, Fortegra should reimburse Mr E £75 in respect of the repair undertaken.

My final decision

I am upholding Mr E's complaint about Fortegra Europe Insurance Company Ltd and I am directing them to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 3 April 2023.

Joanne Ward

Ombudsman