

The complaint

Miss W complains about Fortegra Europe Insurance Company Ltd's (Fortegra) handling of her claim about damaged alloy wheels, under her tyre and alloy wheel insurance policy.

What happened

Miss W made a claim under her policy with Fortegra to repair damage to one of her alloy wheels. She says the closest approved garage doesn't repair her make of car and Fortegra has no other approved garages in the area. Miss W says the nearest approved garage is an hour's drive away.

Miss W says Fortegra advised her to arrange the repair at her own choice of garage and to send it the bill. But Miss W says she can't afford to pay the charge upfront and doesn't know any repairers in her local area. She says she doesn't think Fortegra has been helpful to find a reasonable solution.

In its complaint response Fortegra says it accepted Miss W's claim and arranged for a repairer to carry out the work shortly afterwards. She contacted it to explain the distance to the repairer was too far. Fortegra says it arranged a mobile repairer at Miss W's request. However, this was "*aborted*" as a cosmetic repair wasn't possible, rather the wheel required a diamond cut repair. Another repairer was appointed but again confirmed it couldn't complete the repair.

Fortegra says it tried to book two further repairers, but Miss W told it they were too far away. It says a garage in closer proximity to Miss W could carry out the work, but it wouldn't be able to do this for several months. It says she wasn't willing to wait this long. Fortegra says Miss W complained that the options she was given involved travelling long distances. She says the dealership should've known this when selling her the policy.

Fortegra says not all of the options it offered Miss W were outside of a suitable distance from her address. It says whilst it tries to instruct mobile repairers, this isn't always possible due to the nature of the repair required. It says this is set out in its policy terms. Fortegra says one of its repairers is prepared to collect Miss W's wheel from one of its branches closer to where she lives. This would avoid the need for a long journey as the branch is 22 miles from Miss W and the wheel would be returned to the branch and refitted after the repair. It says the alternative is for her to choose one of the other options it offered, or she can arrange a repair and it will pay for this up to £150 including VAT.

Due to the number of different options that had to be considered, Fortegra says it apologises to Miss W for the delay this caused in carrying out the repair.

Miss W didn't accept this outcome and referred the matter to our service. Our investigator upheld Miss W's complaint. He says Fortegra has made reasonable attempts to find an acceptable solution for Miss W. But she didn't want to have to travel a long way due to the time involved and fuel cost. She also couldn't afford to pay upfront for the repair. Because of this he thought a reasonable solution was for Fortegra pay Miss W £150 to settle her claim.

Miss W accepted this outcome, but Fortegra didn't confirm if it agreed or not. Because an agreement wasn't reached it has been passed to me to provide 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.

Having done so I'm upholding Miss W's complaint. Let me explain.

Miss W has "Tyre & Alloy Wheel Damage Cover" with Fortegra. I've read the policy terms to understand what cover is provided. The terms say:

"Maximum benefit – Alloy Wheel - £150 per claim, Max 10 Claims and £1,500."

And:

"Alloy Wheel Cover – Accidental Damage

The sudden and unforeseen damage to the Alloy Wheel, caused accidentally."

Also:

"The Administrator will appoint an Approved Repairer who will be responsible for completing the necessary work in the event of a successful claim.

For certain Alloy Wheel repairs, it may be necessary to remove the wheel from the Vehicle to be sent to a specialist. Please note that this Policy does not provide for any other costs incurred in such or similar circumstances."

There is no dispute from Fortegra that the damage to Miss W's wheel was covered by its policy. The issue here is that a mobile repairer couldn't complete the repairs, which meant this had to be done onsite at a garage. The upshot for Miss W was she'd either have to wait several months or drive a long distance.

The policy terms don't mention where an approved repairer will be located in relation to the insured. However, we'd expect Fortegra to behave reasonably and appoint a garage that is fairly close to where Miss W lives. Based on what I've read Fortegra did try a number of difference solutions. This included using a local branch to minimise the distance Miss W would have to travel. That said, this still meant a 44-mile round trip and waiting for the wheel to be sent to another garage to be repaired.

In the circumstances I can understand why Miss W would prefer to use a local garage to carry out the repairs. This would avoid driving a long distance and further difficulties arranging alternative transport from that location for the duration of the repairs.

Miss W says she doesn't have the money to pay for the repairs upfront and claim this back from Fortegra. In these circumstances I agree with our investigator that a reasonable solution is for it to pay Miss W upfront. Fortegra confirms a diamond cut repair, which Miss W's wheel needs, will cost between £110 and £150. The policy allows for repair costs up to £150. Given the delays encountered in this instance I think it's reasonable that Fortegra pays Miss W £150, which will cover the cost of the repair to her wheel and allow her to have this completed locally.

I note Miss W says the dealership that sold her the policy should've been aware that there

were no approved repairers close by. I'm sorry she experienced difficulties with her claim, but this isn't something Fortegra is responsible for. So, I can't consider this point.

My final decision

My final decision is that I uphold this complaint. Fortegra Europe Insurance Company Ltd should:

- pay Miss W £150 to settle her claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 21 June 2023.

Mike Waldron
Ombudsman