

## The complaint

Mr C complains that Amtrust Europe Limited treated him unfairly when he claimed on his Cosmetic Repair Insurance Policy.

## What happened

Mr C had a Cosmetic Repair Insurance Policy for his car, it was provided by Amtrust. His car was damaged in a carpark and so he made a claim for the required repair work.

Amtrust said Mr C didn't qualify for repairs in this instance, because (unlike a comprehensive motor insurance policy) the policy terms only allow for repairs to minor cosmetic damage. It was deemed to be too large an area of damage by Amtrust, so they said it wasn't covered.

Mr C didn't agree. He said another area of damage had been repaired and so he didn't see why this one couldn't be repaired as well.

An investigator here looked into the matter, including the terms and conditions of the policy.

They found that Amtrust had considered the claim fairly, on account of the size of the damaged area. Mr C still didn't agree, so the case has 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'm sorry to disappoint Mr C, but I agree that the area of damage is too large – when considering the policy terms and conditions. They state:

### ***“Minor Cosmetic Damage***

***A Chip, Minor Dent, Light Scratch and/or Scuffed Bumper caused by a single Incident, where the total damaged area is no larger than 30cm in diameter or 3mm in depth and, in the case of a Chip(s) is no larger than 1.5cm in diameter or 3mm in depth. Any one claim is limited to one Minor Cosmetic Damage repair, unless in the case of multiple damages caused by a single Incident where the total end-to-end size of the furthestmost points of the total damaged area is no larger than 30cm in diameter or 3mm in depth. Any repairs that are greater than these limits or are estimated to exceed four hours to complete will not be considered to be Minor Cosmetic Damage.”***

The words/phrases in bold type have their own definitions but I think it's fair for me to say they aren't unusual and therefore don't really influence this case.

Mr C and Amtrust have both provided photos of the damage showing a tape measure to allow the size to be easily determined. They show that the area of damage exceeds 30cm and so Amtrust have applied the policy terms as I read them. While there may be a number of small areas of damage, the total area is what the policy considers – and therefore it isn't classed as minor cosmetic damage.

I appreciate the wing mirror was repaired, but that doesn't mean other areas ought to have been repaired as well.

### **My final decision**

It is my final decision 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 15 February 2024.

Will Weston  
**Ombudsman**