

The complaint

Mr G is complaining that Fortegra Europe Insurance Company Ltd ('Fortegra') declined a claim he made on his cosmetic damage insurance policy.

What happened

In January 2024 Mr G contacted Fortegra to say he'd scratched the underside of his bumper and wanted to claim for the damage against his cosmetic damage insurance policy. Fortegra asked Mr G to provide photographs of the damage with a ruler alongside it, which he did. Following this, Fortegra declined the claim as it said the scratches exceeded 30cm in width and it said the policy didn't cover damage in this scenario.

Mr G didn't agree with Fortegra's decision and referred his complaint to this Service. He said the damage outside of the 30cm was caused in a separate incident.

Our Investigator didn't uphold this complaint as he was satisfied the damage did occur in the same incident, as he thought the scuff marks are the same colour, type and direction.

Mr G didn't agree with the Investigator's opinion. He said it was natural the scuffs would look the same as the damage could only occur in the same way, so the fact they looked the same, doesn't mean they occurred in the same incident. Regardless of this, he thought it was unfair Fortegra declined the claim in full and thought it could have just repaired the damage within 30cm.

As Mr G didn't agree with the Investigator, the complaint's 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've decided to not uphold this complaint for all the same reasons as the Investigator.

There's no dispute Mr G's car's bumper was scratched, but the policy only covers '*a minor scratch, up to 1.5mm in depth, not - exceeding 30cm in length; or a scuffed bumper, which is less than 30cm in diameter, less than 3mm in depth and sitting within one bumper panel*'.

The photograph Mr G provided clearly sets out that the damage in the photograph is more than 30cm. Mr G says some of the damage occurred in a separate incident. But I'm satisfied it was fair for Fortegra to say all the damage is consistent from occurring in the same incident. I note Mr G's comments in this regard, but I have to think about what's most likely to have happened. All the damage is in the same direction, contrast area and direction and is consistent with it occurring in the same incident. I've taken Mr G's comments regarding this into account but I don't think he's given us enough to show this wasn't the case. So, it follows, that I think it was most likely the damage all came from the same incident and is more than 30cm in diameter.

Mr G has said Fortegra could have covered the damage within the 30cm. But I don't agree.

The purpose of the policy Mr G took out was to cover minor cosmetic damage. The damage in question doesn't fall within this, so I can't fairly require Fortegra to cover this damage.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 21 November 2024.

Guy Mitchell

Ombudsman