

The complaint

Mrs S complains about the quality of repairs under her SMART repair policy with Fortegra Europe Insurance Company Ltd ("Fortegra"). When I mention Fortegra I also mean its suppliers.

What happened

Mrs S had a SMART repair cover from Fortegra that pays for repairs to cosmetic damage to her car.

Her car suffered a small scratch and dent and she made a claim from Fortegra. The repairs were completed, but Mrs S wasn't happy with the quality of them. She noted that the repair was "still slightly visible" when she accepted her car back.

She complained to Fortegra which said it thought the repair had been done in line with its policy wording.

As Mrs S remained unhappy, she brought her complaint to this service. Our investigator looked into it and thought it wouldn't be upheld. He thought Fortegra's terms and conditions were clear and Mrs S hadn't shown Fortegra had done anything wrong.

Mrs S didn't accept the view. She says she wasn't happy with the quality of the repair. She asked that her complaint was reviewed by an ombudsman, so it's been passed to me to make a final decision.

I issued a provisional decision to allow the parties to consider the matter further:

I'm intending to uphold Mrs S's complaint. I'll explain why.

The policy wording says:

"SMART Repair: Any Minor Cosmetic Damage to the Insured Vehicle which requires a repair that can typically be achieved within one hour that involves using a Small to Medium Area Repair Technique. Such techniques use specialised tools, paints and materials and avoid the need for a Bodyshop Repair.

Please note that these techniques will achieve results that vary from the original manufacturers finish and from a Bodyshop Repair, however all repairs are subject to the Approved Repairer discretion and Your acknowledgment that the repair may not return the damaged area to the original pre-damaged appearance."

Under the terms and conditions of the SMART policy, I'm satisfied the repair may not put repaired area back to the same condition it was in before the damage happened.

I've looked carefully at the photos of the repair and I think it's fair I say that the scratch has been removed. But I also think it's fair I say that the finish in the area of where the scratch was doesn't look the same as the bodywork around it. There's a distinct blemish, which seems to be a different colour to the door.

Mrs S had the SMART repair inspected by her own choice of bodyshop. Its SMART technician reported that the repair needed fixing inside a bodyshop due to the technique used in the SMART repair:

"in my professional opinion the scratch has been removed by means of flattening but sanded through clear coat and touch the base coat which is causing the yellow tinted circle.

To rectify this situation, can only be achieved by repainting the door and blending into the rear door as the first repair has now made it difficult to carry out a local repair."

At the centre of Fortegra's response is a repeated statement from it that Mrs S was told that the scratch would be best repaired in a bodyshop, but that Mrs S insisted it was repaired using the SMART system.

In its final response it told Mrs S:

"We have since been informed by [the supplier], at the time of your appointment you were informed the repair would not be 100% and would have been better to be repaired in a body shop and a quote was provided to you, advising the policy would contribute £150.00 including VAT towards the cost of a body shop repair. You advised [the supplier] you couldn't be without your car and chose the onsite repair option. The repair was completed, and the satisfaction slip was signed, with a note advising 'Still Visible.'"

But I can see from her evidence that Mrs S refutes that. She says: "The technicians were very confident and said 'No worries we can sort that'."

The repairer also told Mrs S if she wasn't happy with the repair being done outside [under the SMART system] then Mrs S should have told the repairer to take it to the bodyshop.

But I don't think that's fair. Mrs S isn't an expert with paint repairs on cars. Fortegra's technicians were apparently confident with the work that needed doing and I think it's fair that Mrs S relied on their expertise and knowledge.

What Fortegra has done is point towards Mrs S's acceptance of the work done by her ticking a box agreeing that "I am very satisfied with the service provided by Fortegra". But that does not explicitly talk about the quality of the repair, and Mrs S annotated the paper form saying the work was "still slightly visible" as mentioned above. She later denied ticking the box, saying why would she tick the box and make a comment about the quality of repair at the same time.

I've thought carefully about Fortegra's policy wording that says the results of its work may 'vary from the original manufacturer's finish' and I remain concerned that Fortegra may effectively use this as a disclaimer behind which it can dismiss concerns about its finished work.

Clearly, the work carried out by it must be demonstrably of reasonable quality. But taking everything into account, I don't think Fortegra has done enough to show its work was good enough.

Mrs S's choice of bodyshop doesn't explicitly say that the SMART repair was of poor quality, but it does say the repair left a 'yellow tinted circle'.

On balance I don't think that's acceptable for a repair, which might not have been to

manufacturer standards, but is clearly visible in a different hue to the paintwork of Mrs S's car.

It follows that I think Fortegra needs to now make arrangements to fix the problem I reasonably think it caused. I can see that Mrs S's bodyshop said they thought that the problem would need to be fixed using a bodyshop, and if this is required then that's what Fortegra needs to arrange.

From the file I can see a mention of a second claim needing to be made by Mrs S, but for the avoidance of doubt I intend to require Fortegra to carry out this work to fix the original problem – it's not something Mrs S needs to make a second claim for, or pay any extra.

Responses to my provisional decision

Mrs S accepted my provisional decision. Fortegra didn't respond.

Mrs S also asked if she could choose her own choice of bodyshop to carry out the work on her car as she says she has lost faith with Fortegra's repairer.

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 considered Mrs S's request that she can have her car repaired by her own choice of repairer. While I'm sympathetic to her request, I think the fair outcome is to let Fortegra deal with the repair under the existing terms of her policy.

But given Mrs S's understandable lack of faith in the particular bodyshop I think it's fair to say she can have the work carried out by another of Fortegra's providers if she wishes, although she may find this less convenient.

If Mrs S isn't happy with the repairs that are done, she's free to make a further complaint to Fortegra and this service in due course if she remains unhappy. But I do hope the repairs are carried out to her satisfaction.

My final decision

It's my final decision that I uphold this complaint. I direct Fortegra Europe Insurance Company Limited to repair Mrs S's door it previously didn't repair correctly.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 3 July 2024.

Richard Sowden
Ombudsman