

## **The complaint**

Mrs S is unhappy that Fortegra Europe Insurance Company Ltd (Fortegra) didn't repair her vehicle under her cosmetic protection policy, instead offering a contribution towards the cost of the repair.

## **What happened**

In September 2022 Mrs S took out a complete cosmetic protection policy when she purchased a new vehicle, to cover her vehicle for minor cosmetic damage. In July 2023 she noticed a dent to the bodywork so claimed on the policy to have it repaired.

Fortegra assessed the claim and approved a SMART repair. A technician inspected the vehicle on 17 August 2023 but was unable to repair it as a brace bar behind the dent restricted access to pull the dent out. He felt it required pin pulling in a bodyshop to fix it. Fortegra wrote to Mrs S on 5 September 2023 to inform her that the vehicle had not been deemed SMART repairable so they would pay £250 towards a bodyshop repair.

Mrs S complained about this on 3 October 2023. She said she was told by the technician that he didn't feel confident in carrying out the repair and the vehicle needed to go to a bodyshop, but that Fortegra would arrange this and cover the cost up to £2000. She explained she was unhappy with the service as she had been trying to sort it out since July and she never received the policy schedule, key features, or the terms and conditions. She wanted Fortegra to cover the full cost of the repair and highlighted the anxiety and distress she'd experienced as result of Fortegra's actions.

Fortegra acknowledged the complaint on 4 October 2023 and issued their final response on 7 November 2023. They explained they approached the independent company contracted for the repair, and the technician confirmed the repair was unable to be completed as the dent required pin pulling which can only be completed in a bodyshop. They'd also been informed that technicians wouldn't have knowledge of contribution amounts or specific policy conditions as they are a separate entity. But they apologised if Mrs S felt there was any miscommunication in terms of the next steps for the repair.

They concluded that whilst the damage does fall within the policy cover, it had been deemed not SMART repairable and in line with the policy terms and conditions they would contribute £250 including VAT towards a bodyshop repair. They also offered the option to have a second opinion from an alternative repairer and awarded £25 compensation for the delay in informing Mrs S of the declined claim and contribution offer.

Mrs S brought her complaint to this service. Our investigator didn't uphold the complaint as she felt Fortegra had handled the claim in line with the policy terms and conditions and that the compensation they had offered was fair. As Mrs S remained unhappy it 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.

Fortegra have a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. The terms and conditions set out the agreement between Fortegra and Mrs S. I can see they say cover is in place for dents to bodywork as follows:

"Minor Damage Repair Cover If during the Policy term Minor Cosmetic Damage occurs to the bodywork of Your Vehicle within the Territorial Limits as a result of Day To Day Motoring. We will cover the cost of a SMART Repair by an Approved Repairer, subject to the following limits £1,000 including VAT for any one repair, £3000 including VAT in total. Where the Minor Cosmetic Damage falls within the terms of Your Policy but is not repairable using a SMART Repair technique (as determined by an Approved Repairer), We will contribute up to £250 including VAT towards a Bodyshop Repair so long as the repair is not subject of a motor insurance claim."

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

So, it is clear that the policy covers the cost of a SMART repair, that can be completed outside of a bodyshop, or a contribution of £250 towards a bodyshop repair. I can see Fortegra intended to repair the vehicle via SMART repair but the independent technician, after inspection, concluded that the damage required a bodyshop repair. And in line with the policy terms they've offered the contribution towards the bodyshop repair which, in the circumstances I don't think is unreasonable or unfair.

In response to the investigator's opinion Mrs S has said the technician said he didn't feel he could complete the repair and questioned why Fortegra didn't send someone out who could. Which suggests she feels another technician may have been able to complete a SMART repair. I'm not a vehicle engineer, but I've no reason to doubt the independent technician's assessment. Having reviewed the case notes it seems to me he said this not because he wasn't skilled enough but rather the location of the dent means it requires a different technique, such as pin pulling which can only be completed at a bodyshop. I also note in their final response Fortegra offered Mrs S the option of another technician assessing the vehicle but I'm not aware she has taken up this offer.

I recognise that Mrs S has told us she didn't receive any documentation at the point of sale including the policy terms and conditions. I'm aware Fortegra has referred these concerns to those responsible for the sale of the policy. As Fortegra aren't responsible for the sale, it isn't appropriate for me to consider this as part of this complaint.

I've considered Fortegra's offer of £25 for the poor service provided as Mrs S doesn't feel this recognises the impact it has had on her. I'm sorry to hear about the personal things Mrs S had going on at the time. I can understand that it would have been difficult managing a claim at that time. However, having reviewed the file I think on the whole Fortegra handled the claim reasonably. There was just over a two-week delay in them letting Mrs S know about the next steps in the claim, but the technician had already made her aware that it would need to go to a bodyshop when he inspected it.

Whilst I don't doubt what Mrs S has told us about what the technician said to her in regard to the cover provided for the bodyshop repair. I haven't seen evidence to support this. Given

that they aren't involved with the policy particulars, what the contractor said isn't unreasonable as I wouldn't expect a technician to know the claim limits involved for work, he isn't undertaking. However, they have apologised for any misunderstanding. Taking account of this I think £25 isn't unreasonable.

Overall, I think Fortegra have handled the claim in line with the policy terms and conditions, apologised and offered reasonable compensation.

### **My final decision**

Fortegra Europe Insurance Company Ltd has already made an offer to pay £25 to settle the complaint and I think this offer is fair in all the circumstances. So my decision is that Fortegra Europe Insurance Company Ltd should pay Mrs S £25.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 August 2024.

Karin Hutchinson  
**Ombudsman**