

The complaint

Mr L has complained about his motor warranty provider Fortegra Europe Insurance Company Ltd because it has declined his claim made for a failed wing mirror.

What happened

Mr L had an extended warranty with Fortegra to cover him against mechanical breakdown – a failure, which causes sudden stoppage, of a mechanical or electrical part. So when the electronic anti-dimming wing mirror on his car failed, Mr L made a claim.

Fortegra declined the claim. It said it had located a Technical Service Bulletin (TSB), from the manufacturer of the car, for this exact issue. It said that meant the problem was a known fault, meaning it was not covered by the policy. In a final response letter Fortegra set out that the policy says it won't be liable for parts which are of faulty manufacture or design.

Mr L was unhappy with Fortegra's decline, so he complained to the Financial Ombudsman Service. He said the TSB was issued by the manufacturer to speed up diagnosis of common faults – not only manufacturing faults. So a TSB, Mr L, said, in and of itself, is not proof that the wing mirror issue he claimed for was the result of faulty manufacture or design. He said there were so many TSB's out there for varying issues, it seemed unlikely that Fortegra – if it always considers a TSB to be evidence of a manufacturing or design fault – would ever pay a claim. Mr L said it will cost over £1,000 to fix the issue.

Our Investigator considered the available evidence. She felt Fortegra had acted fairly and reasonably. So she did not uphold the complaint.

Mr L reiterated his view that the fact of a TSB cannot fairly serve as a conclusive declaration from a manufacturer as to a manufacturing or design fault. He felt the term relied upon by Fortegra was unfair, or at least being utilised and relied upon in such a way as it was likely creating unfair outcomes. Not just for him but for many customers.

Our Investigator considered Mr L's additional points but was not persuaded to change her view on the matter. And she explained that she did not think the term was inherently unfair – indeed it is common to this type of insurance. She also explained that this Service is not the regulator and only considers the merits of the complaint in question. The complaint was referred for an Ombudsman's 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 am of the same view as our Investigator. I appreciate that this will be disappointing for Mr L – but I've set out my reasons below to help him understand why I've taken this view. I'd explain though that whilst I've taken all of the arguments and points into

account, I may not refer to all of them, or every piece of evidence submitted, in my findings here. Rather, in-keeping with the informal nature of our Service, I will concentrate on the issues key to my findings.

As noted by our Investigator, no-one has disputed that a mechanical breakdown has occurred here. As such, unless a relevant exclusion applies, Fortegra would have to settle Mr L's claim. It is Fortegra's decline on the basis of what it feels to be a relevant exclusion which is in question.

Fortegra thinks the wing mirror failed because of a manufacturing or design fault. And the policy is clear that Fortegra will not be liable for covering mechanical breakdown where the parts affected have failed due to manufacturing or design faults. This is a term common to most insurance of this type and is not thought by this Service to be generally unfair. So if Fortegra's view on the fault with the wing mirror is fair and reasonable, it follows that it relying on the policy exclusion to decline the claim here is also fair and reasonable.

The reason Fortegra believes the wing mirror suffered a manufacturing or design fault is the TSB. The TSB does not say it is used to resolve or guide a repairer how to fix a manufacturing or design fault. And I can see why Mr L would think its application is likely more general than that. But I also have some sympathy with Fortegra's view. It thinks, like Mr L, that TSB's are issued where there are repeated themed issues which the manufacturer has encountered. And I can see why it then thinks, in contrast to Mr L, that this naturally tracks back to things which are often manufacturing or design faults – such a fault would more often result in the same type of symptoms and/or failure, whereas issues related to wear and tear would likely be more numerous/varied and so less commonly seen.

I've thought then about whether in this instance, it was fair for Fortegra to take the view the TSB in question here meant it was most likely the wing mirror had a manufacturing or design fault. And I think it was.

I do bear in mind that whilst Mr L has argued that the TSB did not mean this was not a manufacturing or design fault, he hasn't presented anything which confirms that. Mr L initially submitted a copy of the TSB to this Service, so he is aware of its full content which confirms that this issue will be covered under the manufacturer's limited new car warranty (where such a warranty is relevant), provided by the manufacturer for new cars and which can sometimes be passed on to subsequent owners – with that warranty covering the owner against manufacturing and design faults. I see the example photo in the TSB shows exactly the same damage as Mr L saw in his car. I see the TSB also suggests replacing the wing mirror electronics to resolve the issue – electronics which have been in place since the car was manufactured, which in the case of Mr L's car was only a few years ago.

On balance, based on everything I've seen, I consider the TSB in this case does demonstrate that the fault was most likely a manufacturing or design defect. As set out above, a defect like that is specifically excluded from cover. So I think Fortegra's decision to decline this claim was fair and reasonable.

My final decision

I don't uphold this complaint. I don't make any award against Fortegra Europe Insurance Company Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 June 2025.

Fiona Robinson
Ombudsman