DRN-5552126

The complaint

Mr S has complained that Fortegra Europe Insurance Company Ltd didn't provide assistance under their breakdown recovery policy when Mrs S called following a tyre blow out.

What happened

Mr S bought a breakdown recovery policy (BRC) with Fortegra. While Mrs S was driving, her car impacted with a pothole and a tyre blew.

Fortegra said the incident wasn't covered under the BRC policy. So it didn't arrange assistance for Mrs S.

Mr S complained to Fortegra. But it said its decision was correct and in line with the policy.

Mr S asked us to look at his complaint. One of our Investigators thought Fortegra had acted reasonably.

Mr S disagrees and wants an ombudsman 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.

Mr S says the policy clearly provides assistance in the event of a blown out or punctured tyre. He doesn't agree that Fortegra should have treated the cause of the tyre blow out as a minor accident.

Fortegra's policy says:

> *"Breakdown / Broken Down – Where the Insured Vehicle is immobile and has ceased to function as a result of:*
>
> *• an electrical or mechanical failure; or*
>
> *• (within the UK only) misfuelling or running out of fuel or electrical charge; or*
>
> *• the failure of the Insured Vehicle's battery; or*
>
> *• a flat, blown or punctured tyre."*

So the policy does provide cover in the event of a flat, blown or punctured tyre. However, it goes on to say:

> *"Breakdown does not include where the cause is as a result of:*
>
> *• an Accident, fire or flood; or*

• any theft or act of vandalism; or

• not being able to gain access to the Insured Vehicle; or

• not being able to start the Insured Vehicle due to the loss or damage of keys or

device used to gain access to the Insured Vehicle or their failure to function."

The circumstances of the breakdown are that the car Mrs S was driving hit a pothole, which caused the tyre to puncture/blow out. So Fortegra said the breakdown cause was a result of an accident.

Fortegra defines the term accident under the policy as:

> *"Accident – Where the Insured Vehicle is involved in an incident that happens unexpectedly and unintentionally."*

Mr S says that a flat, blown or punctured tyre by definition in any circumstances will be "unexpected or unintentional", as it is unlikely to be caused deliberately.

But in this case, the cause of the tyre failure was as a result of impact damage with a pothole. So I can't say that Fortegra acted unreasonably in not providing assistance. I think the policy wording is clear. As the tyre damage was caused by an accident – impact with an external force – which was unexpected and unintentional, I find Fortegra acted within the terms of the policy.

It isn't unusual for BRC policies to exclude cover for damage caused by an accident, as these are covered under standard car insurance policies.

I understand Mr S will be disappointed with my decision. But from the information available to me, I think Fortegra hasn't done anything wrong.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 6 August 2025.

Geraldine Newbold
Ombudsman