

The complaint

Mr D complains Fortegra Europe Insurance Company Ltd (“Fortegra”) settled his claim on his motor warranty policy without telling him and unfairly declined part of the claim.

All references to Fortegra include its agents.

What happened

Mr D took out a motor warranty policy in May 2024 for two years. Around July 2024, he identified a problem with his hot air ‘blower’ so he contacted Fortegra. In November 2024, Fortegra’s said it received the diagnostic report for the problem with Mr D’s car.

In December 2024, Fortegra says it sent Mr D an email confirming it had approved his claim for replacement of the air mass sensor in his car. The amount approved was around £680. The email goes on to say pipes and hoses were excluded from cover and Mr D would be paid within 15 working days of all requested documentation being provided.

Fortegra made the payment to Mr D’s account on 23 December 2024 but Mr D wasn’t aware of this at the time. He was also unhappy Fortegra had declined to pay his claim in full which would’ve been around £1,170. So he made a complaint. He said the parts that had been excluded from cover wouldn’t have needed replacing if the mass air flow sensor wasn’t replaced. He highlighted that all of the parts are connected and so should be covered. But Fortegra didn’t think it had done anything wrong.

As Mr D remained unhappy, he asked our service to look into things. Our Investigator upheld Mr D’s complaint in part. While he accepted some parts of the claim were correctly excluded under the terms of the policy relating to hoses and pipes, he highlighted items on the invoice for the repairs which he didn’t think were related to this. So he thought those items should be covered. And he thought Fortegra should pay £50 compensation to make up for the delay.

Fortegra agreed to pay the compensation but it didn’t agree more items should be covered. It said the items highlighted were excluded and diagnosis or investigative labour over one hour isn’t covered. It also suggested the items related to labour on the hoses and pipes. As the complaint wasn’t resolved at that stage, it was 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.

Based on everything I’ve seen, I’ve decided to uphold this complaint in part for broadly the same reasons as our Investigator.

Declined claim

I've looked at the terms of the policy and I can see it excludes cover for hoses and pipes. So I think Fortegra has acted fairly when declining the part of Mr D's claim that relates to these parts. I appreciate he's said the parts are all connected. But the policy is designed to cover failure of mechanical or electrical components which it seems the hoses and pipes weren't in this case. And I haven't been given enough to persuade me the parts which weren't covered needed to be replaced as part of the repair to the sensor as Mr D says.

Both parties have provided a copy of the repair invoice from Mr D's repairer. This shows the items Fortegra has agreed to cover – the hot film air flow, labour to replace the mass air flow, diagnosis and value added tax ("VAT") at 20%. It also shows the items Fortegra has declined to cover.

Our Investigator identified items on the invoice which don't appear to be related to hoses or pipes, these are the cost of checking the mass air flow sensor, performing a quick test and disconnecting the ground line battery. Having looked at these items, I'm satisfied it's likely they are related to the sensor rather than the hose or pipes. I say this because, for example, they specifically say they are related to checking or testing the sensor.

Fortegra disagrees these items should be covered. It's pointed to section seven of its policy terms which explain how to make a claim. These terms say in summary, cover for diagnostic tests is limited to a maximum of one hour. So it seems it thinks the cost of checking and testing the sensor would be excluded under this term. But it's not provided any evidence to show the diagnostic tests went on for more than an hour and therefore shouldn't be covered.

When making a claim under an insurance policy, it's for the policyholder to prove they have a valid claim. And I'm satisfied Mr D has done so here. When looking to exclude or limit the claim, the onus is on Fortegra to show the policy exclusions or limitations apply and I don't think it has in this case. So I don't think it's declined this part of Mr D's claim fairly.

Distress and inconvenience

Both parties seem to accept Mr D was informed at the beginning of December 2024 his claim would be paid in part within a specific timeframe. I understand it was then paid without his knowledge and he only found out after he contacted Fortegra. Whilst I understand this must've caused him some alarm, I'm not persuaded from what he's told us that it caused him significant upset. I think the compensation Fortegra has now agreed to pay Mr D to make up for this is appropriate.

Putting things right

To put things right in this case, I direct Fortegra to pay Mr D:

- £104.40 for the items on the invoice which I think should've been covered upon receipt of evidence Mr D's paid for it. This includes the VAT he's paid.
- Interest on the above amount at the rate of 8% simple per annum from the date paid the invoice to the date of final settlement. If Fortegra considers that it's required by HM Revenue & Customs to take off income tax from the interest, it should tell Mr D how much it's taken off and give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs.
- £50 as compensation to make up for the distress and inconvenience Mr D has been caused.

My final decision

For the reasons I've given, I uphold Mr D's complaint and direct Fortegra Europe Insurance Company Ltd to put things right by doing what I've said above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 5 December 2025.

Nadya Neve
Ombudsman