

The complaint

Ms T complains about the refusal by Fortegra Europe Insurance Company Limited to meet her claim under her motor insurance policy for damage to her car.

What happened

Ms T purchased a “Smart Protection” insurance policy which covered her for repairs for incidents of minor damage to her car. She made a claim after a minor collision in which she reversed into another vehicle. Fortegra declined her claim on the basis that the area of damage exceeded the limits set out in the policy. Ms T complained that the policy wording was unclear and that each of the areas of damage, individually, were covered by the policy wording. Fortegra maintained its position so Ms T complained to this service. Our investigator didn’t agree with Ms T’s arguments, and explained that Fortegra had dealt with the claim fairly. Unhappy with this outcome Ms T has asked that an ombudsman consider the matter.

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 agree with the investigator that Fortegra has not treated Ms T unfairly in how it has interpreted the cover under the policy. As a result I do not uphold this complaint and will explain why.

The policy is described as covering the cost of “*smart repairs*” of “*minor cosmetic damage*”. In the definitions section it expands on what constitutes “*minor damage*” with examples of “*dents*” “*scratches*” or “*scuffs*” and in each example states that these must not exceed an area of 30cm in diameter. The section also goes on to define what it calls these smart repairs as ones that can “*typically be achieved within one hour*”.

In the “what is covered” section of the policy is the qualification that “*in the event of multiple cases of minor cosmetic damage being caused by the same incident, these will be treated as one claim and will be subject to the 30cm limit.*”

In the section headed “what is not covered” the following words appear:

“... v. Damage that is not repairable by a **SMART Repair**, is beyond **Minor Cosmetic Damage** or because of the extent or number of areas of damage, a **Bodyshop Repair** is required.

vi. Where the body panel, bumper or wing mirror is ripped, perforated, cracked, or torn or there is damage to the structure and/or alignment.”

Fortegra’s position is that the total area of damage, caused in this one incident, is over 30cm in diameter. Ms T has confirmed that this is the case, with the damage appearing to be in an area of around 60cm in total. I’ve seen the photographs and measurements provided by Ms T which demonstrate this. Fortegra says that as the whole area of damage was caused in a

single incident, and that whole area exceeds 30cm, then the claim is excluded by the wording of the policy. I believe that to be a fair interpretation of the claim and the policy's wording.

Ms T seeks to argue that each individual scratch, dent or scuff is within the 30cm limit. She feels that the policy isn't specific enough and that each piece of damage should be covered. I disagree. To interpret the policy in that way would require me to ignore the clear wording in "what is covered" which states that damage caused by a single incident is *"treated as one claim and will be subject to the 30cm limit"*. The suggestion that any number of individual areas of damage should be covered also requires the clear purpose of the cover to be overlooked, that is, that it is stated to cover minor claims for damage *"typically ... achieved within one hour"*.

Fortegra has also pointed out that an area of the damage includes part of the bumper being pushed out of alignment. That means that it is fairly excluded under the wording of "what is not covered" under sections v and vi (above).

In my view the claim is fairly excluded under the terms of the policy. Fortegra has demonstrated that it exceeds the limits of the maximum area of damage and includes damage which is not covered by the policy, and fairly argues that the claim is not suitable for a smart repair but, rather, properly requires a body shop repair due to the extent or number of areas of damage.

My final decision

My final decision is that I do not uphold this complaint against Fortegra Europe Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 10 September 2025.

John Withington
Ombudsman