

## **The complaint**

Mr K complains about the service he had from Fortegra Europe Insurance Company Ltd (“Fortegra”) and that it took too long to pay a claim under his excess insurance policy.

## **What happened**

Mr K had an excess insurance policy with Fortegra.

He hired a car overseas, and was charged an excess for damage when he returned it to the hire company. He contacted Fortegra in March 2025 and made a claim for about £500.

Mr K wasn’t happy with delays during his claim, and he brought his complaint to this service. He says the claim has taken too long to deal with and he’s been financially impacted as it’s caused him to be using his overdraft facility.

Our investigator looked into his complaint and thought it wouldn’t be upheld. He thought Fortegra acted fairly and needed better information from Mr K about the claim.

Fortegra then settled his claim, and Mr K has raised a further complaint about the amount he was paid, as the final settlement isn’t as much as he thinks it should be. That complaint is being dealt with separately.

Mr K didn’t agree with the view and asked that his complaint was referred to an ombudsman. So, it’s been passed to me to make a final 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.

I’m not upholding Mr K’s complaint and I’ll explain why.

I can see that Fortegra responded quickly to Mr K’s claim in March 2025. It said it needed a full copy of the rental agreement, saying what the excess amount was. It told Mr K that the version he’d uploaded wasn’t clear.

Mr K supplied a better copy in May, but Fortegra needed clarity about the nature of the amount Mr K had been charged. It also said the document it had was editable – in other words, the amount of the excess was alterable on the document.

Fortegra tried to contact the hire company, but didn’t get a response. It asked Mr K to obtain the information it needed as there was some confusion about whether Mr K’s deposit amount was the same as the excess amount. It also suggested Mr K may be able to reverse the payment via his bank.

Under the terms of the policy, there’s this section:

*“Section 6 – making a claim*

### *Things you must do*

*2. You must complete a claim form (in full) and provide, at Your own expense, any information and assistance which the Claim Administrator requires in establishing the amount of any payment due under this insurance. Failure to do this may result in a delay of Your claim assessment.*

*The Claim Administrator may request the following supporting documents:*

*1. A copy of the Rental Agreement, showing driver names, dates of the rental and Your Excess”*

I think this wording is clear and sets out Mr K's responsibilities, which I think are fair.

Having reviewed the evidence on file, I think Fortegra acted fairly in how it handled Mr K's claim. I can see it asked Mr K for some information, and it took him some time to provide that. When it received this from him, Fortegra also had further concerns about its editable nature as I've mentioned. Again, I think its approach was fair.

Any insurance claim brings with it some degree of inconvenience and disruption to every day life, and I'm not persuaded that Fortegra's approach wasn't reasonable as it needed to satisfy itself that this claim was valid. I can also see it tried to contact the hire company repeatedly on Mr K's behalf to seek for an answer.

Mr K supplied an email from the hire company agreeing with the excess amount in early August 2025, and Fortegra agreed to pay his claim shortly afterwards.

It follows that I don't think Fortegra acted unfairly or unreasonably in how it handled Mr K's claim, and while I think he's been caused some distress and inconvenience by the length of the claims process, I'm persuaded that Fortegra needed to receive the correct information and verify that before it paid his claim. And I can't fairly say that Fortegra is responsible for the hire company taking so long to respond. So I'm not upholding this complaint and I'm not going to ask it to do anything else.

### **My final decision**

For the reasons set out above, 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 K to accept or reject my decision before 17 December 2025.

Richard Sowden  
**Ombudsman**