

The complaint

Mr B has complained about Fortegra Europe Insurance Company Ltd, his motor warranty insurer, because it declined his claim for a leaking radiator.

What happened

In April 2024 Mr B had his car in for a routine service. He'd owned the car for about a year and had been using it with no issues prior to the routine service in April 2024. During the service the garage found the radiator was leaking coolant. Mr B made a claim to Fortegra, advising it that this leak had been found during a routine service. Fortegra said, to progress the claim Mr B would have to show what had caused the problem. Mr B obtained a diagnostic. Fortegra then declined the claim.

Fortegra in a letter of 4 July 2024 set out certain parts of the warranty wording, including the definition for mechanical breakdown and some warranty exclusions. Fortegra said it didn't think the issue Mr B had with the radiator was covered by the warranty. It ended the letter by saying only "sudden component stoppage" would be repairable under the warranty.

Mr B complained to Fortegra. It issued a final response letter in October 2024. Essentially it was not minded to change its mind on the claim outcome. Mr B complained to the Financial Ombudsman Service.

Our Investigator noted that Mr B had only become aware of the leak because it was found during a routine service (where other major issues were also identified which resulted in the manufacturer replacing the car's engine free of charge). So she felt it was fair to say there had been no "sudden stoppage" as required by the mechanical breakdown definition. But she thought Fortegra likely should have spotted that as soon as the claim was made and, therefore, not asked Mr B to spend money diagnosing the cause of the issue. She said it should reimburse the diagnostic cost Mr B had incurred, plus interest.

Fortegra agreed. Mr B did not. He said Fortegra had sought to rely on policy exclusions – so it had, effectively, accepted the radiator had stopped working. He added that a leaking radiator had clearly stopped functioning properly.

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.

The parties may note my background above is brief. I have not detailed everything which happened, nor all of the arguments made. I am aware of everything said and I know Mr B feels strongly about the results of an inspection Fortegra carried out. However, as an

informal service I am able to summarise complaints and focus only on the issues key to the heart of my findings. That is what I've done here.

As Fortegra noted in its decline letter, it is a “sudden stoppage” of a part's function which would be repairable under the warranty. I appreciate it also set out in that letter, a list of exclusions, even offering some commentary on those. But Fortegra's bottom line was that for it to cover the issue, a “sudden stoppage” in function needed to be shown.

Of course, Mr B had told Fortegra at the outset of his claim that the leak had been identified as part of a routine service. And that there had been no issues with the car prior to it going in for the service.

To me that does not sound like something which has stopped functioning. And I'm quite surprised that Fortegra, having been given that detail, went on to ask Mr B to obtain a diagnostic report. Especially knowing he'd incur a cost for that. I'm satisfied it should, at the very least, have told Mr B it was unlikely this issue would be covered (because there'd been no “sudden stoppage”). He could then have made an informed decision as to whether to incur this extra cost. I don't think he would have done, so I think Fortegra should reimburse his outlay, plus interest.

Given what Mr B said to Fortegra when he made the claim, the car was functioning. And even the radiator, although the service found it to be leaking, was still functioning. For example, the car had not been showing signs of overheating. So whilst the radiator may not have been functioning perfectly – it was still working well enough to keep the car running without issues occurring or warning lights coming on. That doesn't equate to a “sudden stoppage” in function. I'm satisfied that Fortegra reached a fair and reasonable decision when it declined liability for the claim.

Putting things right

I require Fortegra to reimburse Mr B's diagnostic cost. To the sum to reimburse it should add interest, applied from the date the diagnostic was paid for until settlement is made.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Fortegra to take off tax from this interest. If asked, it must give Mr B a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Fortegra Europe Insurance Company Ltd to provide the redress set out above at “Putting things right”.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 November 2025.

Fiona Robinson
Ombudsman