

The complaint

Mr A has complained about his motor warranty provider Fortegra Europe Insurance Company Ltd, he thinks it neglected to repair damage he had claimed for and that it also caused damage to the car.

What happened

After driving over a pothole, Mr A noted damage on his car's front bumper (towards the nearside of the car). Also, whilst cleaning the car with a power washer, some paint came away on the rear bumper (on the nearside of the car). He made a claim to Fortegra. The claim form detailed the two areas of damage and included pictures of the damaged paint.

Fortegra accepted the claim and its approved repairer (AR) undertook the repair. When Mr A inspected the car post repair he noted the underside of the front bumper was scratched and hadn't been repaired. He also was unhappy with the repair of the rear bumper. Fortegra's AR took the car back. The AR said the underside of the bumper wasn't ever really part of the claim but it would try to improve the area. The AR accepted the rear bumper needed some additional work.

When the car was returned to Mr A he felt the underside of the bumper looked no different. He noted a dent in the rear bumper in the area it had been repainted. He also noted some scratches on the rear nearside door and a chip near the rear numberplate (above and to its righthand-side). Mr A complained to Fortegra. It said its AR had confirmed they hadn't caused any damage and it thought the repair had been completed satisfactorily.

Our Investigator noted the AR had not considered the underside of the bumper to form part of the claim. And following some concerns received from Mr A, she indicated that was a reasonable position for Fortegra to have taken. Regarding the allegation of the AR causing damage to the car, she thought there was no evidence which showed that was most likely. So she did not uphold the complaint.

Mr A said the photo of the damaged bumper in the claim form, along with the description he had given, should have given Fortegra/the AR cause to think the underside of the bumper may have been damaged/was being claimed for too. It's unfair, Mr A feels, for Fortegra to exclude this repair given its location and what he told it had happened. He said if it was really the case that this area was not part of the claim then the AR should have done no work on it at all.

In respect of the alleged damage, Mr A felt an unfair burden of proof, was being placed on him. He said he didn't know, before the car went for repair, that he might have to evidence that it wasn't suffering any damage other than that claimed for. He said the repairer should have recorded the car's condition when it took it in. Mr A said he photographed the damage as soon as he got home and that should be taken as evidencing it most likely occurred whilst the car was in the AR's care and control.

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 can see from what Mr A has said that he takes pride in his car and so I understand his frustration then that this repair was not completed to the standard he expected and that, having had the car returned after re-work being done, damage was noted which he was certain was not there before. So I've looked carefully at the available evidence to see whether its most likely Fortegra has failed Mr A in respect of this repair such that it will need to do something to put matters right.

I note Mr A feels strongly that the underside of the bumper reasonably formed part of his claim and it hasn't been repaired satisfactorily. I don't think that is the case.

Mr A's policy says that, to make a claim, photos of the damage being claimed for – and which show the size of the area of the damage – must be provided. That is not unusual for this type of cover. And I can see that Mr A did send photos of both bumpers showing measurements. The photos provided did not show any shots of damage nor measurements of damage, on the underside of the front bumper. I realise that Mr A thinks that the shots he did provide, and the description of the incident – "went over pothole and the bottom of the bumper got scratched" – should have given Fortegra cause to reasonably infer the underside would be scratched too. However, given Fortegra's policy – which Mr A was claiming under – clearly set out what was needed for a claim, I'm satisfied it was reasonable that Fortegra did not make any inferences beyond what was clearly shown to it. I'm satisfied it was reasonable for Fortegra to not repair the underside of the bumper as part of the claim.

While the underside was not repaired as part of the claim, the AR did apply some paint in that area. Applying paint only wouldn't resolve the scratches and Fortegra does not dispute that scratches are still present on the underside of the bumper.

I know Mr A is critical of Fortegra doing any work if its position is that this was not part of the claim. However, I can see that in applying some paint the AR was trying to improve the finish of the area thereby trying to resolve the complaint Mr A had made. It's not wholly unusual for an insurer/an insurer's agent to act outside of a claim and or what a policy may allow for in order to try and resolve a complaint. While Mr A isn't happy with the finish, I can't reasonably require Fortegra to complete a repair under the policy when no claim under the policy for this area has reasonably been made by Mr A or assessed by Fortegra.

I realise it is difficult for Mr A to think he might need to provide proof of the general condition of the car before it went for repair. I know he thinks that places too much of a burden on him, or any complainant. However, it is standard practice for the person making an allegation to support such with proof. I know Mr A has said he took photos of the car showing what he considered to be new damage as soon as he got home with the car after collecting it from the AR. But showing evidence of damage at that point does not support his testimony that the damage was not there before the car went to the AR. Nor does it show that the damage was present before the car left the AR's care. I don't find these photos to be helpful in determining whether or not the AR most likely damaged Mr A's car.

The photo aside, there is only Mr A's testimony and that of Fortegra's AR to consider. In this instance Fortegra asked its AR if damage had been caused. The AR assured Fortegra it had not caused any damage. A condition report from the AR, had it done one when the car arrived, might support its position, but the absence of it does not detract from the given testimony. On the other side of that is Mr A's testimony that the damage was not there before so the AR must have caused it. I've no reason to disbelieve either party. Both

testimonies, in my view, are equally plausible. Which means I'm not persuaded it's most likely the AR caused the damage.

My final decision

I don't uphold this complaint. I don't make any award against Fortegra Europe Insurance Company Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 December 2025.

Fiona Robinson
Ombudsman