

### **The complaint**

Mr R complains about the service Fortegra Europe Insurance Company Ltd (“Fortegra”) gave him following a claim for damaged wheels under his tyre and wheel damage cover. When I mention Fortegra I also mean its suppliers and repairers.

### **What happened**

Mr R has a tyre and wheel damage policy with Fortegra. The policy covered wheel repair up to £150 per repair, and up to ten claims over the three-year policy term.

In March 2025 he made a claim for damage to one of his car wheels. When he spoke to Fortegra he told it he needed a reasonable adjustment made for his condition. Fortegra assisted him by filling out the claims form for him.

The claim was passed to one of Fortegra’s suppliers. Before the repair could be done, Mr R made a second claim for damage to another wheel.

He asked that both claims were handled by the repairer at the same time.

There were problems with the type of repair that was needed. A repairer called Mr R one evening and told him it would collect the wheel early the following morning.

Mr R couldn’t fit this into his family’s life. He also wasn’t happy that his car would be left on axle stands for a period while his wheels were being repaired.

Another two of Fortegra’s suppliers were instructed and they both thought that the finish on the wheels meant the damage was best repaired at their premises rather than as a mobile job at Mr R’s home.

As this was delaying the repair, Fortegra agreed it would deal with the claim on a pay-and-claim basis. It said it would refund Mr R up to £150 for each of the two damaged wheels.

Mr R wasn’t happy and asked for his policy to be cancelled and his premiums returned. Fortegra said he would be entitled to a pro-rata refund less a £35 administration fee.

Mr R remained unhappy and brought his complaint to this service. He complains about the notice he was given for repair, the amount of time he’s spent dealing with Fortegra, the service he had that meant repairers were instructed by Fortegra that couldn’t deal with the type of repair required, that he was expected to transport his wheels to a repairer, and Fortegra’s service. He asks for a refund of the premium. In later correspondence he asked for a payment of eight times £150 as that was the remaining benefit payable under the policy.

Our investigator looked into it and thought it would be upheld in part. He thought Fortegra’s service hadn’t been very good, and it should pay Mr R £150 compensation for his distress and inconvenience. But he thought the refund offered by Fortegra was fair.

Fortegra agreed with the view, but Mr R didn’t. Because he didn’t agree, this complaint has

been passed to me to make a 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'll start by talking about Mr R's comment that he thinks Fortegra's insurance product is not being fit for purpose. I need to point out that this service isn't the regulator. We're an independent dispute resolution service, and it's our role to look at the way Fortegra dealt with Mr R's claim and decide whether it acted fairly and reasonably.

In later conversations with this service, Mr R asked for a refund because he didn't think the service providers Fortegra used were fit for purpose, and he wanted a refund of the insurance premium on that basis. He also said that that the parts of the policy wording dealing with cancellation weren't fit for purpose and, if he wanted to claim again, he'd have to endure the same service from Fortegra.

I've thought about this carefully. Mr R has explained the problems he had during his claim, and I'm sympathetic to his requests.. But I can see from the file that Mr R was able to make a claim to repair his wheels at a cost to it of £300. So I think it's fair I say that he has successfully, albeit not without issues along the way, 'used' his insurance policy.

Taking this into account, I don't think I can say that Mr R's request that he wants to be repaid the full remaining limit under the policy is fair or reasonable.

I looked at whether his request to cancel the policy is fair, and what refund he'd expect under the terms of the policy:

*"If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired months remaining on Your Policy minus a fixed amount of £35 to cover Our costs incurred in relation to Your cancelled Policy."*

Because Mr R has had a claim paid under the policy, I can't see that he'd receive a refund under the policy terms.

The main portion of Mr R's complaint deals with the service he had from Fortegra during this claim for damage to his car's wheels. I've mentioned above that he made two separate claims and asked that they were both handled simultaneously by Fortegra.

I've read the complete claims journey made by Mr R and I can see there were delays in the service provided by Fortegra's suppliers. I can see Mr R was very frustrated with this, particularly earlier in the claim, and he's mentioned spending a considerable time trying to chase up progress on his claim and checking Fortegra understood that he wanted both wheels repaired at the same time.

At one point, Mr R said he was called around 2100 one evening to be told that his wheel would be collected at 0715 the following morning. He said he refused this as there wasn't enough notice to prepare and it wouldn't fit in with his family's needs. That particular supplier then told Fortegra it couldn't collect the wheel which caused a delay in the claims process.

I don't think Mr R's response to decline this collection was unfair, even though I can understand why the business in question might need to collect the wheels at unusual hours, possibly due to his location.

Mr R has also talked about the need to get his wheels processed using a particular type of refurbishment process which had been suggested by the first repairer. Fortegra agreed with this, but then instructed another supplier who couldn't carry out that specification of work, resulting in the job being cancelled again and another delay for Mr R.

Then a third supplier was apparently asked to provide the service on-site at Mr R's home, but didn't agree that this was the best option for the type of wheels Mr R had. Again, this service was cancelled.

Fortegra's response was to offer the work to be done using Mr R's own repairer and it would refund the cost up to £150 per wheel. I think this offer was fair and I can see Mr R then had the work carried out and refunded.

Mr R has complained that he might be expected to transport his wheels to a repairer. He's talked about the inconvenience and costs this would cause him. I've looked at the policy wording, which says:

*"for certain Alloy Wheel repairs, it may be necessary to remove the wheel from the Vehicle to be sent to a specialist."*

But that the policy doesn't cover the cost of this:

*"this Policy does not provide for any other costs incurred in such or similar circumstances."*

This does seem somewhat at odds with the first repairer's willingness to attend Mr R's home and take the wheels away, but I also think its offer to do this was fair.

Mr R has asked that, in my decision, I consider Consumer Duty. One of the outcomes of this states: *"A firm must act to deliver good outcomes for retail customers"*

A good outcome for a retail customer means they are sold products which provide valuable benefits at an appropriate price, that they receive the service and support promised or to be reasonably expected, and that there are no barriers to them cancelling or deciding not to renew.

I've thought carefully about this.

Although Fortegra didn't seem to provide the service Mr R expected, I think the policy wording sets out the cover fairly and sets out the limitations of cover fairly. Mr R was able to make a claim in the end, although his journey was somewhat compromised. As a result I'm not persuaded that Fortegra's actions here were in breach or against its obligations under Consumer Duty.

Taking all this into account, I think Mr R's claims journey was more difficult and longwinded than it needed to be. I think he's been caused distress and some inconvenience by the failure of Fortegra to deal with his needs. It doesn't seem to have listened to what he was asking for during the claim, and instead simply proceeded to have his claim allocated to companies who couldn't handle his wheels, or couldn't deliver the service he and Fortegra seemed to have agreed upon.

What I would say is that Mr R can cancel his policy if he wishes, but the terms mean that he wouldn't be entitled to a refund. Perhaps a more pragmatic way forward would be that, if Mr R makes a further claim for damaged wheels, then Fortegra might consider dealing with it along the same lines as the "own repairer" option it's provided Mr R. I need to point out that

this doesn't seem to be part of the policy wording, and it would be Fortegra's choice if it did this.

I feel I can also say that the first repairer did seem able to handle his claim by collecting it, so I also think it would be fair that Fortegra tried to deal with future claims on the basis of the cover that's in the policy wording.

Finally, I've considered Mr R's distress and particularly the amount of time he'd spent dealing with the service he had during his claim. I've thought about this and considered this service's guidelines on compensation, and I think the appropriate amount should be set at £150.

### **My final decision**

It's my final decision that I uphold this complaint. I require Fortegra Europe Insurance Company Ltd to pay Mr R £150 compensation for his distress and inconvenience caused by its claims service.

Fortegra must pay the compensation within 28 days of the date on which we tell it Mr R accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 25 December 2025.

Richard Sowden  
**Ombudsman**