

The complaint

Mr G has complained about the way a claim he made for minor repairs was handled under his smart repair insurance policy with Fortegra Europe Insurance Company Ltd.

What happened

Mr G made a claim under his smart repair insurance policy for minor damage to his car.

Fortegra accepted the claim and contacted a number of mobile repairers to complete the repairs at Mr G's home address. But for broadly the same reasons – access to park the agent's van with equipment – Fortegra wasn't able to arrange for the repairs to be done at Mr G's home address.

Fortegra said it would consider a quote provided by a mobile repairer of Mr G's choosing, or it would meet an estimate for repairs up to the policy limit for Mr G to have the repairs carried out at a bodyshop. It also offered for Mr G to have the repairs carried out an alternative suitable location with the appropriate access.

Mr G complained to Fortegra. He said nowhere under the policy does it require a customer to have a driveway large enough for a mobile repairer to park in order to carry out repairs. He said the back and forth in attempts to find a mobile repairer caused unnecessary distress and inconvenience. Mr G wants Fortegra to pay £200 compensation.

One of our Investigator recommended Fortegra pay compensation of £125 for the distress and inconvenience caused by the unsuccessful attempts to arrange a mobile repair. In summary the Investigator thought Fortegra should have checked with subsequent mobile repairers that the location was suitable without putting Mr G to further time and trouble, but it didn't. This meant Mr G was contacted unnecessarily for appointments that didn't materialise for the same reason: access to carry out the repairs outside Mr G's home address.

Fortegra met Mr G's claim for repairs at a bodyshop.

Mr G accepted the Investigator's recommendation. He has raised further concerns as to the way his complaint was handled.

Fortegra didn't accept the Investigator's findings. It says it offered for Mr G to take his car to a bodyshop after the first failed appointment. It said it tried to accommodate Mr G and doesn't agree it should pay compensation.

So the case has been passed to me to decide.

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.

We cannot look at all complaints a customer brings to us. The Financial Conduct Authority (FCA) sets out what complaints this service can consider, which fall under regulated

activities. The FCA says complaints handling is not a regulated activity. So while I understand how strongly Mr G feels about the way his complaint was handled by Fortegra, it isn't something I can comment on in my decision.

While I think Fortegra tried to find a mobile repairer to carry out repairs to Mr G's car at his home address, it is evident that due to the space available and access a mobile repairer requires, there seems to be no – or at least very limited – choice of repairers that can do the works this way.

The policy says;

“If during the Policy term Minor Cosmetic Damage occurs to the bodywork of Your Vehicle within the Territorial Limits as a result of Day-To-Day Motoring, We will cover the cost of a SMART Repair by an Approved Repairer, subject to the following limits:

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- £3,000 including VAT in total during the Policy term.

Where the Minor Cosmetic Damage falls within the terms of Your Policy but is not repairable using a SMART Repair technique (as determined by an Approved Repairer), We will contribute up to £250 including VAT towards a Bodyshop Repair so long as the repair is not the subject of a motor insurance claim.

You will need to submit a paid invoice for the Bodyshop Repair, and any amount paid to You will be subject to the total limit defined above, during the Policy term.”

I agree with Mr G that the reason why his car wasn't repairable using a SMART repair technique wasn't due to the repair itself. I also agree that the policy wording doesn't say that Mr G must provide sufficient space and access for the mobile repair to take place. But this is a practical condition set by third party repairers when assessing a claim. While I appreciate the location has prevented a mobile repairer from being able to carry out the repairs at Mr G's address, he has still been able to benefit from the policy. I also note that Fortegra offered to provide a refund of premiums in full to Mr G although he has been able to make successful claims – in light of the location problem. Mr G did not accept this offer as he wants his policy to continue.

I think Mr G was put to time and trouble over and beyond what would be reasonable in order to arrange a suitable repair. While I agree Fortegra offered for Mr G to use a bodyshop after the first repairer rejected repairs, I think Fortegra should have done more to manage subsequent requests to other mobile repairers to avoid unnecessary contact by them with Mr G – only to also reject the repair works for similar reasons.

So in this case I think a fair outcome is for Fortegra to pay Mr G £125 compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. I require Fortegra Europe Insurance Company Ltd to pay Mr G £125 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 March 2026.

Geraldine Newbold

Ombudsman