

## The complaint

Mr P has complained Fortegra Europe Insurance Company Ltd (Fortegra) declined a claim under his SMART insurance policy.

## What happened

Mr P says he emailed Fortegra the day before his SMART policy ended to make a number of claims. He then rang up in early March 2025 to follow up on this. During that conversation, he raised several incidents he wanted to make claims for.

Fortegra declined to pay as they thought the damage built up over time. They considered this wear and tear – which is excluded under the policy terms. Mr P responded that he had multiple incidents on different dates, not one claim. So, they asked him to send a claim form with the details of what happened. Mr P set this out in detail on the claim form – along with photographs of the damage. But Fortegra declined the claim again – they maintained the damage was caused by wear and tear and said there are too many panels for a SMART repair, so the damage should be dealt with at a ‘Bodyshop’.

Mr P complained, saying the damage was made on several specific occasions. He wants the claims to be dealt with separately under his policy. He's also unhappy with the way the claim was handled and wants compensation for this.

Fortegra didn't change their position, adding that the policy is designed to cover off incidents, not a succession of incidents. So, Mr P referred his complaint to our Service.

Our Investigator looked into what happened and ultimately said it was unfair for Fortegra to decline the claim. He said they should accept the claims and awarded £100 in compensation for unreasonably rejecting them. Fortegra disagreed so the complaint came to me to decide.

I issued a provisional decision partially upholding the complaint. I said:

*“As ours is an informal service, I’m not going to respond to every point or piece of evidence Mr P and Fortegra submitted. Instead, I’ve focused on what I consider to be key or central to the complaint. But I’d like to reassure both that I have considered everything they sent us.*

*Mr P took out the policy in early 2022. It had a three-year term and allowed a maximum benefit of £500 per claim or £3,000 in total. The policy says if during the policy term minor cosmetic damage occurs as a result of day-to-day motoring, Fortegra will pay for a SMART repair. A SMART repair is defined as any Minor Cosmetic Damage to Mr P’s car up to £500 per claim that involves using a “Small to Medium Area Repair Technique”. And that such techniques use specialised tools, paints and materials and avoid the need for a Bodyshop Repair. The policy makes provisions for damage where a SMART repair isn’t appropriate.*

*Fortegra said there were separate instances of damage across eight different vehicle panels. And that the size, location and direction of the damage suggests each instance of damage has occurred from a separate impact instead of occurring from the same incident.*

*Mr P reported damage due to driving through an overgrown lane; stones hitting his car while he was driving on a motorway; his boot hitting a garage's low ceiling; getting items out of his boot; and another car's door hitting his door. I agree that these would be different incidents and that Fortegra should have considered them five different claims. As far as the policy goes and from what I can see in the photographs, nothing persuades me that the damage caused in each incident wouldn't be considered "minor cosmetic damage".*

*Mr P made, in effect, five claims against the policy. Fortegra have said three exclusions apply and I've considered each of these in turn.*

*Was it fair to rely on the wear and tear exclusion?*

*The policy says Mr P isn't covered for any claim that has been accumulated over an extended period, which Fortegra deems to be wear and tear.*

*While the damage may have accumulated over time, I'm not persuaded said damage can fairly be considered wear and tear. I can't see the policy defines wear and tear, but the policy covers minor cosmetic damage caused by use (as long as it is sudden and unforeseen), so I'm not satisfied this exclusion can fairly be applied. The damage Mr P has claimed for in each case are incidents that I would consider accidental damage – it was Fortegra who combined them into one claim, which I don't find fair.*

*Was it fair to rely on the 30-day exclusion?*

*This exclusion says Mr P isn't covered for any Minor Cosmetic Damage which isn't reported within 30 days of the Incident Date.*

*Fortegra said they're unable to put an exact date on when the damages occurred, but they think the instances of damage occurred well before Mr P suggested they did – and more-than-likely more than 30 days before the claims were reported.*

*They gave the following reasons why they think so:*

- *Mr P's car was registered in September 2018, and he took ownership of the vehicle on 4 April 2022 with a recorded 24,000 miles. Mr P entered on the claim form that the mileage at the time of the claim was 49,000 and they find it difficult to understand how his car covered so many miles but wasn't damaged at all prior to the last week of the policy.*
- *Mr P reporting the claim in this last week suggests he was using the policy to tidy up his vehicle before the policy expired.*
- *The scratches on the boot go in different directions, which suggest they happened over time. And Mr P was vague when asked when the damages on the boot lid and bonnet happened.*
- *When asked about any other issues, he walked around his vehicle to find other areas of damage – it suggests Mr P wasn't aware when the damages occurred and was searching for issues to get repaired.*
- *Given the mileage on the vehicle and that Mr P drives down tight lanes with overgrown bushes and trees, it doesn't point to the damage being sudden.*

*Together, these are persuasive arguments for why it's more-than-likely the damage happened longer ago than Mr P insists – and likely more than 30 days before the damage was reported. But for me to be persuaded it's fair and reasonable for Fortegra to rely on this exclusion, I'd need to be presented with compelling evidence to satisfy me the delays, if there were any, materially affected Fortegra's position.*

Fortegra explained that the issue arising from damages not being reported in time is that the affected areas begin to oxidise over time, and moisture penetrates the unprotected surfaces. And as a result, any SMART repair performed after such a delay may be compromised. They continued that the issue is not the difference in cost to repair the damages but that the repair will most likely not last for as long as it could do if the damage were fresh. And over time the repair will most likely fail, and corrosion will start to appear.

I'm satisfied this is a reasonable explanation of how not reporting damage in time might materially affect a claim. So, I've gone on to think about whether it does in each case.

*Claim one: Mr P has claimed for scratches and wing mirror damage sustained while driving through a narrow, overgrown lane near his home. Fortegra said if the paint is broken, then there will be oxidation and dirt accumulation in the scratches. They said older scratches look dirt-filled or oxidised, and edges round off while sharp, fresh scratches look bright and clean. Since Mr P drives these roads often and there are a number of different scratches in different areas in which the paint seems to have come off and don't look bright and clean, I think it would be fair for Fortegra to not repair this damage.*

*Claim two: Mr P claimed for chips to the front bumper and bonnet caused by stones while driving on the motorway. Fortegra said over months, chips typically darken, collect dirt, and may show corrosion spots. I've seen that, other than on the plastic, the paint is chipped in each case, which will likely expose the metal underneath. And it looks like some of the chips are darker than others, fitting in with Fortegra's concerns. So, I think it's reasonable for Fortegra to rely on the exclusion to decline this claim.*

*Claim three: Mr P claimed for damage caused by opening the boot, which struck a nearby vent in a car park with a low ceiling. Fortegra said if the paint cracked or fractured, then a visible ageing could occur. But if the impact only dented plastic trim or marked paint without breaking the coating, there is no oxidation and minimal change over time. I can see the boot is very likely chipped, so I also think it's fair to rely on the exclusion in this case.*

*Claim four: Mr P claimed for minor damage to the boot area caused by removing heavy items from his car. Fortegra told us if the scruffs and scrapes on the boot occurred in the same incident, then the damage would all be uniform in direction. Having looked at the photo, the damage does seem to be made by many different instances of items being taken out of the boot because there are scratches that look to be going in all directions and by multiple objects. Although in this case the damage wasn't to an area that could get worse over time (like the chips above), I can see how Fortegra would be affected if Mr P continued to cause further damage in the same way after there already were visible scratches. So, I think it's fair to rely on the exclusion in this case too.*

*Claim five: Mr P claimed for a dent caused by another car door being opened into his. Fortegra said paint chips age and intact paint dents don't. I can't see that there is any chipping, only a dent – so I don't think it's fair to rely on the exclusion here.*

#### Does the damage need to be fixed by a Bodyshop?

*The policy says Mr P isn't covered for damage that isn't repairable by a SMART Repair and where, because of the extent or number of areas of damage, a Bodyshop Repair is required. The policy defines a SMART repair as one that can typically be achieved within one to two hours. Fortegra said the number of areas of damage would take longer than this and it would require a Bodyshop to carry out the repairs.*

*Fortegra have only considered this in conjunction with the damage being what they consider wear and tear and there only being one claim. Since I found there are multiple claims, it*

*follows that Fortegra should have considered each claim independently. Fortegra haven't shown any evidence that a SMART repair isn't possible on this dent, so I find it unreasonable for Fortegra to rely on the exclusion to decline that claim.*

*In summary, I find it unreasonable for Fortegra to rely on any of the exclusions to decline to pay for the claim relating to the dent on Mr P's door. For the others, I think it's reasonable for them to decline to repair the damage for the reasons I've set out.*

*The policy covers cosmetic damage to the bodywork of Mr P's car caused by a sudden and unforeseen incident that occurred as a result of day-to-day motoring – and, specifically, a minor dent to the body panel, not exceeding 30cm in diameter, less than 3mm in depth and sitting within one bumper panel. I'm satisfied the dent to Mr P's car door meets these requirements and should be covered under the policy. So, I'm directing Fortegra to repair this damage in line with the remaining terms and conditions of the policy.*

*Mr P has spent a considerable amount of effort trying to get Fortegra to understand that he was making several claims, not one. But they, incorrectly, wouldn't take this into account. I think this would have been frustrating for Mr P and it has delayed what should have been several quick claims to now over eight months. With this in mind, I think Fortegra should pay Mr P £200 compensation."*

Both Fortegra and Mr P responded to my provisional decision.

Fortegra didn't agree that their actions resulted in any undue delay or inconvenience to the customer – they maintained the claims were handled appropriately. So, they didn't think they should be paying compensation to Mr P.

Mr P agreed that Fortegra should be covering for the door dent claim but disagreed that it was fair to decline the other four claims. He said Fortegra's allegation that he waited until the end of the policy term to make the claims is incorrect – and that he'd made claims previously on the same policy that had been accepted. He said any suggestion that he searched for damage to exploit the policy mischaracterises his intent.

Mr P said he doesn't want to engage with Fortegra because of a lack of trust and that doing so would prolong the claim further. Instead, he wants Fortegra to provide cash in lieu for all repair costs. He also wants more compensation to reflect the significant inconvenience to him caused by Fortegra's actions.

### **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.

Fortegra have maintained that the claims were submitted at the very end of Mr P's policy period – and he initially provided incorrect information, which led to the claims being declined on the basis that the reported damages constituted wear and tear. And said when they reviewed the claims again, they were again declined as evidence confirmed that the damage remained consistent with wear and tear and fell outside the scope of cover.

I don't agree with Fortegra that they handled the claims fairly. I set out in my provisional decision why it was unreasonable for the claims to be declined under the wear and tear exclusion, and I haven't seen anything that persuades me otherwise. Mr P made multiple claims, and they weren't considered individually by Fortegra. I don't think they've applied the terms and conditions fairly nor explained their claims decisions clearly enough to Mr P – and I'll still be directing them to pay compensation for the distress and inconvenience they

caused him.

Mr P insists that his claims were made in the weeks before the policy ended. And that he has made other claims on the policy previously. I haven't seen evidence of these claims, but even if that is the case, it doesn't persuade me that the claims being complained about likely happened in the month leading up to the end of the policy. The fact he made the claims at the end of the policy doesn't necessarily mean they didn't happen then, but the number of claims coupled with the way he reported them over the phone is enough to make me think, on balance, it's more-than-likely the claims were made over a longer period of time than he says. So, I still think it's fair for Fortegra to apply the relevant exclusion if the late notification affects the individual claims.

Mr P said the car is cleaned regularly, so any assumptions regarding oxidisation, dirt accumulation, or the appearance of scratches are inaccurate. And that an assessment based solely on photographs is insufficient to determine timing or age of the damage.

Although I carefully considered what Mr P said, my opinion on which claims should be covered hasn't changed. I thought about whether it would be fair for Fortegra to determine that leaving the damage unrepaired for a longer period of time has affected each claim in some way. Whether the car is cleaned regularly or not, I'm still persuaded by Fortegra's reasonings for why damage *could* worsen over time. And where there are scratches or chips that break through the paint, I'm more persuaded that the breach in policy exclusion has affected the outcome of the claim in the way Fortegra explained. Which is that the repair will most likely not last for as long as it could do if the damage were fresh – and over time the repair will most likely fail, and corrosion will start to appear. Although Fortegra didn't explicitly say whether each claim was affected or not, their engineer did explain what would and wouldn't affect each one, which I considered alongside the pictures. And, as I explained in my provisional decision, I think it would have been fair to apply the exclusion for certain claims (claims one, two, and three mentioned above) had Fortegra assessed the claims fairly in the first place.

For the scratches in the boot area, Mr P said while minor scratches in different directions may exist, the relevant scratch occurred during the removal of a single, heavy object. He said moving it safely caused scratches in multiple directions – and any smaller marks are incidental and shouldn't affect cover under the policy. Having looked at the photo with Mr P's testimony in mind, I'm not persuaded it's unfair for Fortegra to consider that many of the scratches came from separate incidents at different times. And I haven't changed my opinion that it's fair for Fortegra to rely on the relevant exclusion here either.

For the door dent claim, I've thought about whether Fortegra should be paying cash in lieu of the repairs considering what happened. But I won't be directing them to do this as I don't see why the repair can't be dealt with promptly and fairly in line with the terms of the policy.

I appreciate Mr P doesn't think £200 is enough compensation in the circumstances, but I'm satisfied it is. I agree that it will have been frustrating for him for the reasons I've set out. But I do think his distress is limited as most of his claims wouldn't have been covered and none of them affected his ability to drive his car. So, I'm directing Fortegra to pay the £200 compensation.

## My final decision

I uphold this complaint and direct Fortegra Europe Insurance Company Ltd to:

- Repair the dent in Mr P's door in line with the remaining terms and conditions of the policy (without relying on the three exclusions above).

- Pay £200 compensation for the distress and inconvenience caused to Mr P.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 16 January 2026.

Andrew Wakatsuki-Robinson  
**Ombudsman**