

The complaint

Mr D has complained about Fortegra Europe Insurance Company Ltd's decision to reject a claim he made under a Tyre and Alloy Wheel Insurance policy.

What happened

In September 2022 Mr D made a claim for two separate sets of damage to his front left and front right wheel alloys. He says the damage to the front left alloy occurred on 29 August 2022. He says he damaged the front right side alloy two days later on 31 August 2022.

Fortegra declined Mr D's claim. It says the damage was in multiple places, had occurred at different times and had been there for longer than the 30 day notice period under the policy for reporting damage.

Our Investigator thought Fortegra should deal with the claim. She didn't find that Fortegra had been prejudiced by being informed of the damage outside of the 30 day policy limit.

Fortegra didn't agree. It said it has acted correctly and in line with the terms of the policy.

I issued a provisional decision on 20 June 2023. I didn't think Fortegra had acted unreasonably so didn't intend to uphold Mr D's complaint.

I haven't received a reply from either party to my provisional decision. So the case has been passed back to me for a final 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.

It's not for us to decide the outcome of a claim. But we can look at whether an insurer reached its decision reasonably and in line with the policy terms.

Mr D provided photos of the two alloy wheels which Fortegra considered. Having done so, it reported the following to Mr D:

..”whilst we do accept some damage to the wheels has likely occurred from more recent incidents, from looking at the images provided, each image shows a number of separate damages. This indicates there was more than one occasion where the wheels have been subject to impact. Variation of colour within the damages indicates the incidents vary from older to newer damage. Fresh damage changes colour over a period of time, when it has been left open to the elements, often causing corrosion.

It is clear not all damage has been reported within the policy time scales of 30 days. Which is outlined in your policy document. We have included an extract of your policy document below.

Under policy section ‘6. What is NOT Covered’, your policy states:

- Any Alloy Wheel or Tyre damage which is not reported within thirty (30) days*

of the Date of Loss.

- *Any Alloy Wheel or Tyre damage where the damage has been accumulated over an extended period, which We or the Administrator deem to be wear and tear."*

Fortegra told us that the reason for the 30 day time limit is because where damage is left over a longer period of time, this can have an effect on the success of repair and any guarantee for the repair works.

Having reviewed the photos, I can't safely conclude that Fortegra's decision to decline the claim for the reason it has given is unfair. I think it properly considered the claim in line with the policy terms.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 23 August 2023.

Geraldine Newbold
Ombudsman