

The complaint

Mr and Mrs S complain Acromas Insurance Company Limited unfairly declined their parts and garage insurance claim.

Acromas has used representatives for the claim and complaint. For ease of reading I've referred to the representatives' actions as being those of Acromas.

What happened

In January 2021 Mr and Mrs S car had a breakdown. They called their roadside assistance insurer. The roadside assistance agent couldn't start the car. He took it to a garage. The garage replaced a filter. The car still wouldn't start. The garage said the starter motor was damaged. Eventually, after various events, Mr and Mrs S paid for its replacement.

They claimed for the cost of the replacement starter motor on their Acromas parts and garage policy. But the claim was declined. Acromas said the starter motor wasn't the cause of the initial breakdown, so wasn't covered by their policy.

Unsatisfied with Acromas' response their complaint Mr and Mrs S came to this service. They say the experience has been stressful and left them without a car. To put things right they would like Acromas to cover their various related costs.

Our Investigator felt the claim had been unfairly declined. She felt the starter motor was likely the cause of the initial breakdown. So she recommended Acromas reimburse Mr and Mrs S for the costs of the replacement – plus £100 compensation. As Acromas didn't accept that outcome the complaint was passed to me to decide.

I issued a provisional decision. As its reasoning forms part of this final decision I've copied it in below. In it I explained why I didn't intend to require Acromas to pay the claim. I also invited Mr and Mrs S to provide any comments or evidence they would like me to consider before issuing a final decision. Neither side responded by the deadline.

what I've provisionally 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr and Mrs S and Acromas provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything provided.

Acromas provides Mr and Mrs S' parts and garage cover. It doesn't provide their roadside assistance cover. That's provided by a different insurer. So I can't consider their concerns about the performance of the roadside assistance agent in this decision. I can only look at Acromas' provision of their parts and garage policy.

Acromas has referred to an exclusion in the policy to decline the claim. This excludes faults which didn't cause the initial breakdown. It feels the starter motor wasn't the initial cause of the breakdown. It says it was consequential damage following the filter freezing. Its view is that the frozen filter stopped fuel supply. Then long progressive cranking, in an attempt to start the car, damaged the starter.

Having considered everything provided, including Mr and Mrs S account, I can't say Acromas position is unfair or unreasonable. It's accepted that the filter was damaged. It was replaced. Mr and Mrs S have explained to this service that the roadside assistance agent repeatedly turned the car over. They quoted him admitting he may have damaged the starter motor. That would imply the starter motor wasn't damaged before his intervention.

Mr and Mrs S have complained to the roadside assistance provider about the agent potentially damaging the starter motor. I accept it didn't accept liability. But their account supports Acromas' argument that it wasn't that part, but instead the filter, that caused the initial breakdown.

The policy excludes faults which didn't cause the initial breakdown. It seems likely to me the starter didn't cause it. So I can't say Acromas decision not to cover the cost of its replacement is unfair. That means I'm not going to require to reimburse that cost. The policy excludes fuel filters. So I'm not going to require Acromas to cover that item either.

Our Investigator recommended Acromas pay compensation as the claim was unfairly declined. As I don't agree with that it, follows that I'm not awarding the compensation.

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.

As I didn't receive any responses to my provisional decision, I haven't seen anything to persuade me to change my position. That means I'm not going to require Acromas to pay Mr and Mrs S' claim.

My final decision

For the reasons given above, I don't require Acromas Insurance Company Limited to settle Mr and Mrs S claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 15 January 2024.

Daniel Martin
Ombudsman