

## The complaint

Mrs M complains that Acromas Insurance Company Limited declined a claim she made on her car breakdown insurance policy, and has been inconsistent in its reasons for doing so.

## What happened

Mrs M and her husband had a Parts and Garage Cover policy (also known as Breakdown Repair Cover), underwritten by Acromas. Mrs M claimed on the policy, but Acromas declined the claim and Mrs M says she had to pay for the repairs herself.

Mrs M says that Acromas initially told her the policy specifically excluded wheels. But after she complained, it changed its rationale and said that wheels are considered part of the bodywork and aren't a mechanical part of the car. She disagrees. Mrs M considers wheels to be a mechanical part of the car, and as such, she believes that they are covered under the policy. She says, in summary, that the wheel is a mechanical part of the car as it turns on an axis, enabling the car to move. The bodywork isn't involved in making the car move, and so isn't mechanical.

Acromas says it consulted one of its experienced technical advisers, who told it that an alloy wheel would only buckle as a result of an impact, and isn't a part, due to its nature and composition, which can become damaged via electrical or mechanical breakage. And it says that the policy document makes it clear that accidental damage isn't covered.

One of our investigators considered the complaint, but didn't think it should be upheld. She said, in summary, that the policy only covers mechanical or electrical failure of insured parts. Acromas had explained that it considers alloy wheels to be a body part, and body parts are specifically excluded from cover under the policy. She said the wheel simply transmits energy to the road, and doesn't have any moving parts. Taking everything into account, she didn't think Acromas had acted unfairly in declining the claim.

Mrs M disagreed with the investigator's view, so the complaint was passed to me.

## *My provisional findings*

After considering all the evidence, I issued a provisional decision on this complaint to Mrs M and to Acromas on 1 August 2023. I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*I need to consider whether it was fair of Acromas to decline Mrs M's claim. My starting point is the terms and conditions of the policy.*

*The policy document explains that the cover is for situations in which the insured's vehicle breaks down and can't be fixed at the roadside. And it says:*

*"The insurer will to [sic] pay up to £535 per Paid Claim towards the costs of*

*repair or replacement to insured parts, labour and VAT following a Breakdown which occurs during the period of insurance."*

*"Breakdown" is defined as:*

*" A sudden or unexpected event involving the Nominated Vehicle:*

*a) As a result of Mechanical or Electrical Failure; and..."*

*"Mechanical or Electrical Failure" is defined in the policy document as "The sudden or unforeseen breaking or burning out (electrical) of any insured part(s)."*

*There's been much discussion about whether a wheel is a mechanical part. In its final response to Mrs M's complaint, Acromas said the garage had said that the failure was as a result of the wheel buckling. It said that wheels aren't classed as mechanical or electrical under the policy, but would be considered under the bodywork section.*

*Mrs M acknowledges that the policy specifically excludes tyres, but points out that it doesn't refer to wheels. She says that if Acromas wishes to exclude cover for wheels, it should list them in the policy exclusions. And she says that it's unreasonable to expect a customer to realise that Acromas would consider wheels not to be mechanical, or to be part of the bodywork.*

*But I don't consider that I need to reach a conclusion on whether wheels are a mechanical part. This is because the policy includes a clearly headed "General Exclusions" section, listing the things that aren't covered. And it says clearly that the policy doesn't cover mechanical or electrical failure caused by accidental damage.*

*So in order to make a successful claim, the need for repair would have to result from the sudden or unforeseen breaking or burning out of an insured part of the car and (among other things) not be caused by accidental damage.*

*Acromas's technical expert said that the alloy wheel would only buckle as a result of an impact, and wouldn't be damaged due to electrical or mechanical breakage. In other words, his view was that the wheel would only have buckled due to accidental damage. I'm satisfied that it was reasonable of Acromas to rely on what its technical expert told it. And given that his view was that the damage to the wheel would only have been caused by impact, rather than a breakdown, I think it was fair and reasonable of Acromas to decline Mrs M's claim.*

*I can appreciate that Mrs M is frustrated that Acromas hasn't been consistent in its explanations for declining the claim. But I'm satisfied that its decision was fair, and I can't fairly require it to reconsider its decision or take any other action."*

#### *Further submissions*

Acromas hasn't commented on my provisional decision, and the time for doing so has now expired. Mrs M has told us that she doesn't accept my provisional decision, and has explained her reasons in some detail. I've taken everything Mrs M has said into account, but I'll summarise what appear to me to be the main points here.

Mrs M says, in summary, that the fact that Acromas wasn't consistent in its reasons for declining the claim suggests a degree of premeditation on Acromas' part, rather than establishing the facts and then making an informed, objective decision.

Mrs M has reiterated her view that it was mechanical failure of the wheel that resulted in the car breaking down. She says there's no evidence that the wheel suffered any impact or accidental damage. And she says that if Acromas had raised this before the repair, the wheel could have been inspected to determine whether there had been any impact or accidental damage.

Mrs M has commented that the decision appears to rely heavily on the opinion of Acromas' technical expert. But she believes that determining whether an alloy wheel could only buckle due to impact requires a comprehensive understanding of metallurgy and material science, which she thinks it unlikely the technical expert had.

Mrs M says that alloy wheels are generally more malleable than traditional steel wheels, and this can make them susceptible to deformation and buckling even from normal use. She says that manufacturing defects can also result in latent weakness, which may manifest as mechanical failure over time. And she's pointed to websites that deal with repairs to alloy wheels which refer to them buckling due to poor road surfaces and hitting high kerbs.

Taking everything into account, Mrs M doesn't believe that Acromas' technical expert was in a position to state in such absolute terms that the buckling could only have resulted from impact or accidental damage.

### **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've thought carefully about what Mrs M has said in response to my provisional decision, but I still don't consider that I can fairly uphold her complaint. I'll explain why.

Mrs M has pointed to websites which refer to the possibility of alloy wheels being damaged by poor road surfaces – for example potholes – and hitting high kerbs. I'm not an engineer, but nevertheless, it seems clear to me that it would be possible, in principle, to damage a wheel by hitting a pothole or kerb. But both those situations would amount to accidental damage, and would therefore be excluded under Mrs M's Parts and Garage Cover policy.

I accept that it might be possible, in theory, for manufacturing defects to cause latent weakness in a wheel. But the car wasn't new at the time of the claim, and it had quite high mileage. So unless the wheel was much newer, I think this makes the possibility of it having buckled due to a manufacturing defect unlikely. And given Acromas' technical adviser's firm opinion that the wheel would only have buckled as a result of impact damage, I don't think it was unreasonable of it to conclude that the damage to the wheel was most likely caused by some form of accidental damage. And that being the case, I don't think it was unfair of it to decline the claim.

I acknowledged in my provisional decision that Acromas had given various different reasons for declining the claim, and I commented that I could see that this was frustrating for Mrs M. But I've seen nothing to support Mrs M's suggestion that Acromas reached its decision to decline the claim before considering the facts, or that its decision was anything other than objective.

Finally, I acknowledge that Mrs M has referred to a previous complaint she brought to this service, in which she says Acromas used similar arguments, and which she says was upheld. She believes this sets a precedent for this case. But we consider each case on its own merits, and having thought carefully about everything that Mrs M and Acromas have said, I don't consider that Acromas acted unfairly in declining Mrs M's claim.

**My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 17 November 2023.

Juliet Collins  
**Ombudsman**