

The complaint

Mr H has complained that Acromas Insurance Company Limited unreasonably refused his claim under his parts and garage cover.

What happened

Mr H said his car started making a knocking sound when he was on a roundabout. He managed to drive his car to a garage. At the garage he said he opened the bonnet and noticed a belt had shredded.

The mechanic looked in the bonnet and identified it as from the crankshaft pulley.

Mr H then called the AA to report it and explained the situation. The AA said he couldn't make a claim under his policy because the garage had already looked it. However, the AA patrol did attend his car and said his car couldn't be fixed at the roadside and needed to be fixed at a garage. Nonetheless Acromas maintained Mr H still couldn't make a claim under his policy.

So, Mr H brought his complaint to us. The investigator was of the view Mr H's complaint should be upheld. Acromas disagreed so Mr H's complaint 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.

Having done so, I'm upholding this complaint. I'll now explain why.

The policy provides that first the policyholder namely Mr H must call out the AA for assistance before any claim for the parts and garage cover could be made. Mr H did this as he has shown us his copy of the call out report for 22 September 2021. That also confirms that Mr H's car broke down outside a garage, and that it needed to be repaired at a garage. It further confirms that it was the crankshaft pulley issue.

Mr H also produced a statement from the garage that they did nothing other than confirm it looked like it was a crankshaft issue. The call report makes no mention of any other person interfering with the issue on Mr H's car either.

So I do consider this is evidence that Mr H did adhere to the requirement to call out the AA first and that it's highly unlikely the garage or its personnel outside which Mr H's car was located, interfered with his by anyone at the garage.

That consequently supersedes the call recordings which Acromas has relied on as it has failed to produce in my view the call recording of where the AA did decide to send a patrol to view the issues with Mr H's car.

Further in its response to the investigator's view which also detailed the evidence of the patrol call out, Acromas failed to deal with the fact that it occurred or the evidence from the garage and continue to maintain Mr H hasn't adhered to the policy terms in relation to the call recordings it had disclosed. I don't consider that's reasonable here given the evidence from Mr H.

My final decision

So, for these reasons, it's my final decision to uphold this complaint.

I now require Acromas Insurance Company Limited to reassess Mr H's claim under the remaining terms and conditions of the policy with a view to paying it.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 August 2022.

Rona Doyle
Ombudsman