

The complaint

Mr B has complained that Acromas Insurance Company Limited has turned down his claim under his Breakdown Repair insurance policy.

What happened

The driver's window on Mr B's car became stuck in the open position, so he called out his roadside assistance provider, who I'll refer to as A, for assistance. The agent from A couldn't fix the window, but was able to close it and tape it in position. Mr B has said the agent told him it would cost around £12 to buy the part Mr B needed to fix the window on eBay. As Mr B was about to go on holiday in his car, he decided to leave it and see about fixing it when he got back. When he got back he contacted some repairers and was told it would cost around £200 to fix the window. So, he contacted Acromas to make a claim under his policy. He was told his claim wouldn't be paid because he'd driven his car rather than taking it straight in for repair.

Mr B complained to Acromas. It issued a final response in which it said it was not upholding the complaint. In doing so it said the following. *'This policy assists with the cost of repairs when your vehicle is broken down because of sudden and unexpected mechanical or electrical failure. This is detailed on page 12 of your policy booklet.'*

Mr B asked us to consider his complaint. One of our investigators did this. She said she didn't think it should be upheld, as Mr B's car hadn't suffered a sudden and unexpected failure, which prevented it from continuing its journey, which meant Acromas was entitled to turn down Mr B's claim.

Mr B doesn't agree with the investigator's view. He feels he complied with the terms and conditions of his policy. He's also said that a similar thing happened to the passenger window of his car more recently. And he made a claim under his policy for repairing it, which Acromas accepted. He's suggested that this could mean Acromas tried to mislead us in suggesting it was right to turn down his claim. He's also said the window mechanism on his car failed suddenly and it would have been unsafe to drive his car with the window in the down position; especially on the motorway. Finally, he's said he realises the policy terms suggest action needs to be taken quickly, but this is only where the delay in carrying out the repair would make the problem worse

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've decided not to uphold it for the same reason as our investigator.

Mr B's policy covers the cost of repairing the window of his car following a breakdown. And, as our investigator explained, a breakdown is defined as a sudden or unexpected event that (amongst other things) prevented his car from continuing its journey safely.

I appreciate Mr B has said it would not have been safe to drive his car with the driver's window in the down position. And, although I think this is arguable, it was not actually stuck in the down position. It actually ended up being shut with tape on it to keep it in this position. So, while its failure was a sudden event, I do not consider it prevented Mr B's car from continuing its journey safely. And this means there is no cover under the policy for the cost of repairing the window.

This would still have been the case if Mr B had taken it straight to a repairer after the agent from A had attended, i.e. it has nothing to do with the fact that he drove his car for some time after this.

I also appreciate Acromas agreed to pay to repair the passenger window on Mr B's car in similar circumstances. I don't know why Acromas agreed to do this; and it may have been in error. But it doesn't alter my view that it was entitled to decline Mr B's claim for the repair of his driver's window.

It therefore follows that for the reasons set out above, I do not consider Mr B's complaint should be upheld.

My final decision

I do not uphold Mr B's complaint about Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 25 March 2024.

Robert Short
Ombudsman