

The complaint

Miss X complains that Motors Insurance Company Limited unfairly declined a claim she made on her motor warranty.

Reference to Motors, includes its agents.

What happened

Miss X holds a motor warranty with Motors. When her vehicle needed a repair, she made a claim on this warranty.

Motors declined the claim. It said a condition of the warranty was that Miss X's vehicle needed to be maintained in line with the manufacturer's recommendations. It said based on the evidence it was provided, the vehicle was serviced too late, both in terms of the time elapsed, and the mileage travelled. And because of that, it declined Miss X's claim.

Miss X didn't think this was fair. She said she did get the vehicle serviced in time. She said the dealership's system had an error which meant the date on the invoice was incorrect.

Motors accepted the service was carried out within the time limit, but said it was still carried out over 4,000 miles too late so maintained its decision.

Miss X remained unhappy and brought her complaint to us. Our Investigator recommended it be upheld. She thought Miss X had shown she'd serviced the vehicle in line with the manufacturer's recommendations.

Motors didn't agree and asked for an Ombudsman's decision. So, the case has come to me.

I issued a provisional decision explaining I wasn't going to uphold the complaint. My reasons for doing so were:

- *Miss X's policy has a condition which requires her to keep the vehicle maintained in line with the manufacturer's recommendations. It says: "Services must be carried out within one month/1,000 miles of the intervals specified by the vehicle manufacturer, whichever comes first."*
- *The manufacturer's specified service interval for Miss X's car is every two years, or every 25,000 miles, whichever comes first. At first, it looked like Miss X's vehicle was serviced at two years and nine months, and at 29,150 miles. Meaning it wasn't serviced in time.*
- *Miss X has since evidenced an error with the invoicing from the dealership who carried out her service's system. Based on this I'm satisfied her vehicle was serviced within the two years specified by the manufacturer.*
- *But the vehicle was serviced at 29,150 miles – this is 4,150 miles over the interval specified by the manufacturer – and therefore 3,150 miles over the limit the policy*

allows. I've asked if there was any other service carried out, but I've not been provided any evidence.

- *Based on this, I'm satisfied Miss X breached the maintenance condition set out above.*
- *Motors has also shown that the failure Miss X's car suffered, could be linked to the quality of the oil, which was changed at the service. So, it feels the breach of the maintenance condition is material to the claim. I'm satisfied that's reasonable.*
- *Therefore, I'm satisfied Motors' decline of Miss X's claim is fair and reasonable and in line with the terms and conditions of her policy.*

Neither Miss X nor Motors responded to that 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.

Because neither party responded to my decision, there's nothing more for me to consider. Therefore, my decision remains unchanged, both in terms of its outcome and its reasoning.

My final decision reflects the provisional decision set out above.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss X to accept or reject my decision before 14 March 2024.

Joe Thornley
Ombudsman