

The complaint

Mrs M is unhappy with the decision made by Acromas Insurance Company Limited (Acromas) when dealing with a claim under the parts and garage cover part of her car breakdown insurance policy.

What happened

Mrs M took out parts and garage cover as part of her car breakdown insurance policy with Acromas. The information document for the policy explained it would provide '*Cover in the event an eligible vehicle has broken down, and requires an eligible repair.*'

The section in the policy booklet for parts covered, and parts not covered, explained:

Parts covered

*Fuel system
Catalytic converters*

Parts not covered

*Fuel particulate filters
Exhaust system*

In November 2023 Acromas received notice from Mrs M's garage about Mrs M wanting to make a claim. The garage confirmed the reason for the breakdown of Mrs M's car was because of the diesel particulate filter being broken, and needing replacing. Because of the exclusion in Mrs M's policy for '*Fuel particulate filter*', Acromas told Mrs M that her claim wouldn't be covered.

Mrs M complained to Acromas about its decision to reject her claim. Acromas didn't accept Mrs M's complaint, and referred to the terms of Mrs M's policy setting out the parts that would not be covered in the event of a claim. Mrs M rejected these findings, and referred her complaint to this service.

The investigator found that the service provided by Acromas was reasonable. Mrs M didn't agree, saying '*The component is situated inside the exhaust system near the catalyst converter.*' As the complaint couldn't be resolved, it has been passed to me for 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.

I thank Mrs M for taking the time to explain everything that's happened since making a claim on her policy. I understand it has been a stressful time for Mrs M. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

Mrs M feels strongly that her evidence and version of events haven't been given proper consideration when assessing her claim. When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in

a fair and reasonable manner. And after considering the evidence and Acromas's decision on Mrs M's claim, I'm persuaded it has acted fairly and reasonably. I'll explain why.

Mrs M says '*The component is situated inside the exhaust system near the catalyst converter*'. Mrs M has provided evidence following several online searches about the same issue as discovered with her car. Mrs M says this supports her testimony about the problem with her car, and why the policy should pay out. But from the evidence I've seen, I'm satisfied Acromas's decision is in line with the policy terms. It's not disputed that the policy doesn't offer cover for '*Fuel particulate filters*.' The garage confirmed this is the work needed to repair Mrs M's car. Because the policy doesn't offer cover for this part, I think it's fair that Acromas declined to offer cover on this occasion.

I say this based on the garage's impartial opinion about the issue with Mrs M's car, and what would need to be done to fix it. I've carefully considered what Mrs M has explained about what's wrong with her car, and the evidence she has found. But I can't see that an independent expert has supported her testimony. In the absence of any other evidence, I think it's fair for Acromas to rely on what the garage has explained about the part that needs replacing. And it's evident this part isn't covered by the policy. So I think Acromas's decision not to offer cover is in line with the policy, and what we'd expect in the circumstances.

I can appreciate Mrs M's disappointment with this outcome. This situation has clearly left Mrs M feeling stressed, upset, and financially out of pocket. But I haven't seen any evidence to persuade me that Acromas's actions have been wrong, or outside of the policy terms. So I won't be asking Acromas to do anything in settlement of this complaint.

My final decision

My final decision is that I don't 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 5 June 2024.

Neeta Karelia
Ombudsman