

The complaint

Mrs G complains about Motor Insurance Company Limited (“MICL”) have unfairly declined her Motor Warranty claim.

Mr G is representing Mrs G in her complaint, so I will refer to him below.

All references to MICL also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my 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 understand Mr G feels strongly about matters, and I want to assure him I've read and carefully considered everything he's said. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented all parties to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I do not uphold the complaint for these reasons:

- The warranty provides specific cover for specified parts. The warranty sets out under the section of what is covered that if the part is not listed, it isn't covered.
- The inlet manifold, the part subject to the claim, isn't listed. So MICL have declined the claim as a result.
- Mr G said the warranty covers engine casings and he considers the inlet manifold to be a casing, so should be covered. He has also provided further comments about the type of material used for the inlet manifold in Mrs G's vehicle and said he was told by someone from the manufacturer that there had been a known issue. However, I've not seen evidence that persuades me the Inlet manifold should be considered a casing and it is not listed as such within the policy either.
- Mr G says it's not unreasonable for the average customer to believe the engine in its entirety is covered and it wouldn't be reasonable for them to know the full list of parts of an engine. I agree that it wouldn't be reasonable for the average person to be aware of all the parts of an engine. However, I think the warranty clearly sets out the parts of the engine it does cover. In the wording under what is covered, in the engine section, it says it covers the rocker assembly and list what this includes. If the engine in its entirety was covered, I think this would be set out in the policy. Other sections of the policy include the words “all parts” so if that is what was intended, I would have expected it to say the same within this section.

- So having covered considered the above, I'm satisfied MICL have fairly declined the claim and don't need to do anything further. I think the wording used makes it clear that specific parts are covered – and that anything not listed isn't covered.

My final decision

My final decision is that I do not uphold Mrs G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 4 October 2024.

Michael Baronti
Ombudsman