

## The complaint

Miss A complains Acromas Insurance Company Limited unfairly declined a claim against her Parts and Garage Cover (“PGC”) policy.

## What happened

The details of this complaint are well known to both parties, so I won’t repeat them here. Instead, I will focus on the 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.

Miss A had a PGC policy, underwritten by Acromas and administered by the AA. The policy says:

*“We know that repairs can be an unexpected cost. That’s why we created Parts and Garage Cover to help with these. It pays for many of the spare parts we use to fix your vehicle at the roadside that we’d normally charge you for, or it can help cover the costs for work that’s done in a garage after a **breakdown** [my emphasis].*

The policy further says:

*“What is covered?*

*The insurer will [] pay up to £535 per Paid Claim towards the costs of repair or replacement to insured parts, labour and VAT following a **Breakdown** [my emphasis] which occurs during the Period of Insurance.”*

The policy defines a breakdown as:

*“A sudden or unexpected event involving the Nominated Vehicle:*

- a) as a result of Mechanical or Electrical Failure; and*
- b) which has been attended by the AA under Your AA membership; and*
- c) that has prevented the Nominated Vehicle from starting or continuing its journey safely; and*
- d) that requires the repair or replacement of insured part(s) to enable the journey to be resumed or, when At Home (Home Start) cover is held under Your AA membership, commenced”*

Miss A says she was five minutes away from her work when she noticed a problem with her car. She says she called the AA from work and was told to contact the garage which had previously repaired her car. She then drove home, booked the car into the garage, and drove it there on the agreed date. Miss A complains Acromas unfairly declined her claim.

Acromas declined the claim for two key reasons: 1) that Miss A wasn't attended by the AA and 2) the fault with the car was related to a previous breakdown, for which she'd received the full entitlement under the policy. I don't find it necessary to comment on either of these points because I find there is a more fundamental starting point. I'll explain why.

The policy responds when there is a breakdown. Miss A had a problem with her car, but she didn't breakdown as defined by the policy. I say this because even if the warning light was sudden or unexpected, the problem with the car didn't prevent her from starting or continuing her journey safely. Indeed, she completed her journey and undertook two others.

I can understand Miss A's frustration as previous claims had been paid in similar circumstances, and an unexpected bill is never welcome. But as I don't find she had a breakdown and therefore doesn't have a valid claim under her contract of insurance, it follows I cannot fairly and reasonably require Acromas to contribute towards the repair costs.

Miss A has referred to the impact of being without her car while it was repaired. Given my findings above I cannot hold Acromas responsible for that, even if I did find the policy makes provisions for such situations, which I don't find it does. Acromas did provide some poor service though. It's apologised and paid Miss A £75 compensation. I find that fair.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 29 October 2024.

James Langford  
**Ombudsman**