

## **The complaint**

Mr R complains Motors Insurance Company Limited unfairly declined his motor warranty claim.

Motors' been represented by an agent for the claim and complaint. For simplicity I've referred to the agent's actions as being Motors' own.

## **What happened**

Mr R's car warned him of a steering or braking problem. He took it to a manufacturer repairer. The repairer advised new track rod ends were required. The repairer contacted Motors to enquire about coverage under Mr R's motor warranty. Motors' explained, as the failure was due to wear and tear, it wasn't covered.

Unhappy with the claim response Mr R complained to Motors. He disputed wear and tear being the cause of failure. He also complained a failure for wear and tear would be covered under the MOT test insurance provided with his warranty.

In response Motors said, after reviewing the claim, the correct decision had been made. It said it had based its decision on the reason for failure, wear and tear, provided by Mr R's repairer, combined with the vehicle's mileage. It explained the claim didn't meet the policy requirement for a sudden mechanical failure. It added if Mr R wished to make a claim against the MOT test cover it would be assessed on its individual merits.

Unsatisfied with Motors' response, Mr R referred his complaint to the Financial Ombudsman Service. He said Motors, when learning of the fault, should have explained there were circumstances in which the repair would have been covered – under the MOT test cover. But as it hadn't been honest, he had to pay for the repairs himself.

Our Investigator found Motors' decision to decline the claim to be reasonable. Regarding the MOT test insurance he said it's not for an insurer to suggest to a policy holder they make a claim. Mr R didn't accept that outcome, so the complaint was passed to me to decide.

## **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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr R and Motors have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

Mr R's warranty covers components, including track rods, for mechanical or electrical failure. The terms define 'mechanical or electrical failure' as 'The inability of a covered component to operate in accordance with the manufacturer's specifications for a reason other than wear and tear, normal deterioration or negligence'.

Motors said Mr R's repairer diagnosed the cause, in a telephone call, as 'wear'. It doesn't have a call recording to support that. But its call notes record the opinion as 'worn'. And Mr R, in his submission to this Service, gave the repairer's diagnosis as 'wear/play'. So it seems likely to me that the repairer's opinion was that the failure was due to wear – rather than an unexpected premature failure.

Considering Mr R's own repairer said the part was worn, looked original and the vehicle had 108,000 miles on the clock it was reasonable of Motors to consider the failure to be due to wear and tear. That cause, as set out above, isn't covered by the policy. So I consider the decline of the claim to be fair and reasonable.

Mr R feels Motors should have advised him the failure would be covered under the MOT test insurance. That benefit can provide cover where a reason for a parts failure is wear. But it's required for the failed part to be cited in an MOT refusal certificate as having caused the test failure. That hadn't happened. So I wouldn't expect Motors to proactively provide Mr R with information about the MOT test cover.

### **My final decision**

For the reasons given above, I don't uphold Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 21 January 2025.

Daniel Martin  
**Ombudsman**