

The complaint

Ms B has complained that Motors Insurance Company Limited (Motors) turned down her claim under her extended warranty covering her vehicle.

Any reference to Motors includes its agents.

What happened

The details of this complaint are well known to both parties, so I will not repeat them again here. The facts are not in dispute, so I will focus on giving 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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Ms B's warranty covers 'Mechanical or Electrical Failure defects to factory-fitted components of the Vehicle'. 'Mechanical or Electrical Failure' is defined as follows: 'the sudden and unexpected failure of a component which requires repair or replacement. Wear and tear or normal deterioration is not covered'.
- The ace pipes in Ms B's car failed due to corrosion. They are a factory fitted component and they have failed to work properly. So, I am satisfied they have failed mechanically. And, while the corrosion may have happened gradually, their mechanical failure was sudden and unexpected.
- I do not think the failure of the pipes is due to wear and tear or deterioration due to normal aging. I say this because under normal circumstances I would not expect them to fail after seven years or around 30,000 miles. So, I do not consider Motors can rely on the fact the warranty excludes wear and tear to reject Ms B's claim.
- It therefore follows, that I consider the fair and reasonable outcome to Ms B's complaint is for Motors to meet her claim.

Putting things right

For the reasons set out above, I've decided to uphold Ms B's complaint and require Motors to settle her claim in accordance with the claim settlement terms in her warranty.

My final decision

I uphold Ms B's complaint and require Motors Insurance Company Limited to settle her claim in accordance with the claim settlement terms in her warranty.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or

reject my decision before 7 April 2025.

Robert Short
Ombudsman