

The complaint

Mr B complains about London General Insurance Company Limited trading as Assurant ("Assurant") have unfairly declined his motor warranty policy claim.

All references to Assurant 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.

Mr B took out the motor warranty policy in October 2021. A service had been completed on the vehicle shortly before the warranty's inception.

Mr B made a claim regarding issues with the alternator and sensors of his vehicle in September 2024.

Assurant declined the claim. It said the policy contains a term which says the vehicle must have been serviced within the manufacturer's servicing schedule within the last 12 months from the purchase of the plan. As Mr B had failed to service the vehicle in 2022, it said the eligibility criteria in the policy hadn't been met.

Mr B says this is unfair as he had the vehicle serviced in 2023 and 2024 and has provided evidence from the vehicle's manufacturer, he says confirm their servicing would not include the issues he was claiming for.

In its final response Assurant maintained its decision to decline the claim for the reasons it had set out.

Our investigator recommended the complaint be upheld. She said from reviewing the email from the manufacturer she wasn't persuaded the issues claimed for by Mr B would have been included in their servicing – and therefore wasn't persuaded this would have impacted on the claim Mr B was making. So, she thought Assurant had declined the claim unfairly.

She recommended Assurant reimburse Mr B for the costs he has incurred in fixing the issues he claimed for and pay 8% simple interest on this amount from the date of payment until the date of settlement.

She also recommended Assurant pay Mr B £100 compensation for the inconvenience caused.

Assurant didn't agree with our investigator's view of the complaint. It reiterated its point that Mr B hadn't met the eligibility criteria in the policy by not having the vehicle serviced in 2022.

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:

- There's no dispute the terms of the policy say the vehicle must be serviced within 12 months of the warranty purchase – or that a vehicle service was missed in 2022.
- However, I haven't seen evidence that persuades me the missed service in 2022 has impacted the claim. The vehicle manufacturer has confirmed the issues raised would not have been included in its servicing, and Mr B completed subsequent services in 2023 and 2024. So, I'm not persuaded this produces a fair outcome for Mr B and therefore I think the claim has been declined unfairly.
- Mr B has incurred costs having to repair the issues himself and I think its reasonable Assurant now reimburse him for these costs as these should have been covered under the claim.
- I've also considered the impact of the claim being unfairly declined on Mr B and I think the £100 compensation recommended by our investigator is fair in recognising the inconvenience Mr B has been caused.

So, for these reasons, I uphold this complaint.

Putting things right

To put things right Assurant should:

- Reimburse Mr B for the cost of the claim related repairs. If Assurant require it, it may request proof of these costs – such as invoices.
- 8% simple interest should be added to above amount from the date of the invoice to the date Assurant makes payment to Mr B.
- Pay Mr B £100 compensation.
- Assurant must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

My final decision

My final decision is that I uphold Mr B's complaint.

To put things right I direct London General Insurance Company Limited trading as Assurant to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 April 2025.

Michael Baronti
Ombudsman