

## **The complaint**

Mr P complains AWP P&C S.A (“AWP”) unfairly declined his claim on his motor warranty policy due to wear and tear. All references to AWP include its agents.

## **What happened**

In July 2024, Mr P took out an ‘all components’ motor warranty policy covering the cost of repairing or replacing his car parts following their sudden failure. At the time he took out the policy, his car was just under 11 years old and had covered around 72,000 miles.

Around September 2024, Mr P failed its Ministry of Transport (“MOT”) test. The notes from the garage where the MOT test was carried out, said it had failed because the suspension arm pin or bush was excessively worn on the front offside of the car. It also advised that the suspension arm pin or bush was also worn on the front nearside of the car but as it wasn’t resulting in excessive movement, it needed monitoring and repairing if necessary.

Mr P arranged for the repairs to the offside and nearside suspension to be carried out and his car later passed a follow up MOT test. Around the same time, Mr P made a claim on the policy for the cost of the repairs he’d paid for.

AWP declined Mr P’s claim on his policy as it said the damage was caused by wear and tear which wasn’t covered under the policy terms. It later said it considered the age and mileage of the car had contributed to the wear of the parts. Unhappy with this decision, Mr P raised a complaint. He highlighted that his policy covers all components and he didn’t agree the parts had suffered failure due to wear and tear. AWP didn’t change its decision, So Mr P asked our service to look into things.

Our Investigator didn’t uphold the complaint. He said he didn’t think there had been a ‘sudden failure’ of Mr P’s car parts as defined by the terms of the policy. But even if there had been a sudden failure, he considered AWP had fairly declined the claim as wear and tear under the terms of the policy. Mr P didn’t accept our Investigator’s opinion. He thought there had been a sudden failure of the parts but he didn’t accept they had worn out. As the complaint wasn’t resolved at that stage, it 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.

I know Mr P will be disappointed but having considered everything provided from both parties, I’ve decided not to uphold this complaint. I’ll explain why.

The policy Mr P took out covers the cost of repairing or replacing car parts which suffer sudden failure. Sudden failure is defined under the terms of the policy as a sudden and unexpected mechanical or electrical failure that needs immediate repair or replacement. The terms go on to explain wear and tear or normal deterioration isn’t covered under the definition of an electrical or mechanical failure. And that’s not unusual in this type of policy.

Mr P's given us his MOT test certificate which says the suspension was excessively worn and this is what AWP relied on when declining his claim. I'm satisfied, the information available to AWP was that the parts had failed due to them wearing down and I think it was entitled to rely on this information when considering the claim. I haven't been given anything from either side to suggest the information on the test certificate was inaccurate or unreliable.

I know Mr P's said the part in question can't wear out as there are no moving parts to it. But in summary, the definition of wear and tear under the policy terms isn't that the part needs to be worn down through friction, it's that there is a gradual reduction in performance over time. So I don't think it makes a difference if there are no moving parts. Instead, what matters is that the deterioration is gradual – and it seems that's what's happened here.

Mr P's highlighted that his policy was an 'all components' policy so he thinks this means his claim should be covered. But having considered the terms, I still think the component would have needed to have suffered a sudden failure as defined by the policy to be covered. And in this case, I'm satisfied it hasn't. So I don't think AWP has done anything wrong in declining the claim.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 11 June 2025.

Nadya Neve  
**Ombudsman**