

The complaint

Mr B complains that Acromas Insurance Company Limited mishandled his claim on a breakdown repair insurance policy.

What happened

For the year from late February 2022, Mr B had cover branded with the name of a motoring organisation and administered by an intermediary associated with that organisation. It included “Parts and Garage cover”.

Acromas was the insurance company that was responsible for dealing with any claim. Much of the complaint is about acts or omissions of the intermediary. Insofar as I hold it responsible for them, I may refer to them as acts or omissions of Acromas.

On 22 November 2022, one of Mr B’s cars wouldn’t start or its engine was misfiring. He called the motoring organisation for help, and it recovered the car to a garage (that I will call “the first garage”). That garage did a diagnostic test and invoiced Mr B £216.00. It also changed the spark plugs free of charge.

On 15 December 2022, Mr B took the car to another garage (“the second garage”) that replaced a belt and pulley.

Acromas paid the second garage’s invoice for the repair.

Mr B complained to Acromas that it had declined to pay the £216.00 for the first garage.

By a final response dated 10 April 2023, Acromas turned down the complaint.

Mr B contacted us on 7 November 2023. He told us that he had a serious illness and was recovering from surgery. We asked him for certain documents.

In about October 2024, Mr B responded to our request for documents.

Our investigator didn’t recommend that the complaint should be upheld. She thought that the policy didn’t cover the work carried out by the first garage or the second garage. She said that Acromas had covered the cost of the repair by the second garage as a goodwill gesture.

Mr B disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- It is incorrect that replacing the plugs resolved the starting problems.
- 10 pages of diagnostic tests by the first garage identified a number of faults, for which it quoted £1,500.00.
- The diagnostic test costs of £216.00 and the plug costs would be part of that total.

- Acromas proposed to pay £500.00 less £35.00 excess. He refused to pay the balance of £1,000.00.
- We have allowed Acromas to pick and choose from its policy terms.
- The cost of the fanbelt was not in dispute and Acromas always accepted it was part of original problems.

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.

After the final response dated 10 April 2023, Mr B didn't bring his complaint to us within six months. However, I accept that his illness prevented him from doing so. I'm satisfied that we have the legal power to investigate his complaint.

The policy terms included the following:

"Parts not covered

...

Any other excluded parts:

...

- *Spark plugs"*

So the policy didn't cover spark plugs.

The policy terms also included the following:

"General Exclusions

(This policy will not cover):

...

6. Any faults identified by, or reported to, the ... mobile mechanic, ... appointed garage agent, or Your repairing garage, which did not cause the initial Breakdown."

So the policy didn't cover any fault that did not cause the initial breakdown but which the repairing garage identified.

The policy terms also included the following:

"3. Claims / Repair authorisation

...

e) Any exploratory dismantling charges will only be paid for as part of a Paid Claim. It is Your responsibility to agree any exploratory dismantling charges with Your chosen repairer and to pay their charges if, after dismantling, Your claim is not authorised by the Insurer."

So the policy didn't cover exploratory dismantling charges unless Acromas authorised a claim. I will consider whether Acromas ought reasonably to have authorised a claim.

As the terms of the policy were clear, I haven't found it proportionate to try to get and listen to telephone calls dating from 2022.

I have looked at the 10-page diagnostic report line by line.

I accept the statement of the first garage that issues with the spark plugs caused the breakdown on about 22 November 2022.

I haven't seen any evidence that the first garage diagnosed any issues with a belt or pulley.

About three weeks went by before 15 December 2022, when the second garage fixed the belt and pulley. So I accept that these were issues that were additional to the spark plug faults that had caused the initial breakdown.

As the policy didn't cover spark plugs, and the first garage hadn't charged for them, I don't consider that Acromas ought reasonably to have authorised a claim for the spark plugs.

As the additional faults with the belt and pulley hadn't caused the breakdown, the policy didn't cover the cost of repairing those additional faults. Nevertheless, Acromas reimbursed Mr B as a gesture of goodwill. That is different to the belt and pulley being "*a Paid Claim*".

For these reasons I don't conclude that Acromas treated Mr B unfairly by declining to reimburse him for the cost of the first garage's diagnostic testing. So I don't find it fair and reasonable to direct Acromas to reimburse Mr B or to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Acromas Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 May 2025.

Christopher Gilbert
Ombudsman