

## **The complaint**

Mr K says Acromas Insurance Company Limited provided poor service when he made a claim on his motor Parts and Garages policy after his car broke down.

## **What happened**

Mr K reported a fuel pump leak to Acromas's breakdown service via an app on 2 October 2024. When one of its engineers arrived, he found that there were numerous faults showing. Mr K pointed out that it was only possible to report one issue on the app and that he'd said various engine warning lights were on during a call with the breakdown service.

The car was taken to one of the breakdown service's network of garages, and it said the repairs would cost £1,369. Acromas agreed to pay a £500 contribution towards that – the maximum payable under its Parts and Garages Cover ('PGC'). Initially, Mr K only wanted some of the work to be done. As Acromas didn't agree to that, he made a complaint, but he agreed to pay the rest of the bill.

Mr K says the car was returned to him with a warning light showing. He took it back to the garage, but it wasn't resolved. Two weeks later the car broke down again. A different garage said the engine needed replacing, at a cost of £800. Mr K wants compensation and a refund from Acromas, as he paid the initial garage for repairs that didn't fix his car.

Acromas said Mr K had only complained to it initially about not being able to choose what repairs were done under the PGC policy and about not getting a hire car. It said he had no cover for hire, and that the PGC claim was dealt with promptly and the maximum sum on it was paid out. Acromas also said that under the PGC's terms and conditions, the repair contract was between Mr K and the garage, so Acromas had no responsibility for its work.

One of our Investigators reviewed Mr K's complaint. He thought Acromas had acted reasonably in terms of hire and its handling of the PGC. Mr K said the initial garage should have noted that the engine needed replacing, but instead he paid for ineffective repairs. As there was no agreement, the complaint was passed to me for review.

## **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.

In my opinion, Acromas acted reasonably in making the full contribution available under the PGC once Mr K had agreed to have the full repairs done. At the time, neither Acromas nor Mr K had any reason to think that the garage's work wouldn't have a lasting effect.

The notes made by the PGC team show that initially Mr K said he only wanted work to the value of £500 carried out. Both Mr K and the garage (on his behalf) raised that with Acromas. It looks as though Mr K would have preferred not to pay for any work on the car

himself at that point, but Acromas has shown that under the policy its contribution to repairs is made on the basis that the work will completely, rather than partially, address the faults. So a consumer can't choose to have a partial repair done, and there's no evidence to suggest that Mr K thought the repairs identified by the garage weren't appropriate. A number of warning lights were showing, and Acromas wanted all the faults that had been identified to be dealt with, as potentially the car wouldn't have been safe otherwise.

Under the terms of the PGC, the consumer and the garage have to agree on the repairs, and the policy says the repair contract is between them. Mr K says he didn't have any direct contact with the garage, but there's nothing on the file to that effect, or to show that he didn't agree to the repairs. I don't think Acromas would have made a payment otherwise.

In order for the PGC to apply, all repairs must be guaranteed for 12 months. So if they were inadequate, or Mr K was misled by the garage about the work that should be done, I think that's a matter that has to be taken up with the garage. Based on the limited details we have, the fault appears to lie there, as the garage decided what work should be done in order to fix the issues with the car, carried it out and guaranteed it.

I don't think it's surprising that Mr K isn't happy with the situation he's had to deal with. He agreed to pay for his part of the repairs in good faith. But as the engine needed replacing subsequently - and Mr K then had to scrap his car and buy a new one, he's well out of pocket. That must be very frustrating, but I don't think it would be reasonable to uphold his complaint against Acromas. It isn't responsible for the garage's work – and it also made its contribution to the repairs in good faith.

The issues with the repairs done by the garage remain unresolved, and clearly, there's a question mark over whether or not it carried out its work to the right standard. The *Motor Ombudsman* deals with disputes between garages and consumers, and it's open to Mr K to ask it for assistance, so that what happened at the garage may be reviewed.

### **My final decision**

My final decision is that I don't uphold this complaint. Under the Financial Ombudsman Service's rules, I'm required to ask Mr K to accept or reject my decision before 21 July 2025.  
Susan Ewins  
**Ombudsman**