

The complaint

Mr S complains about AWP P&C S.A.'s decision to decline a claim for repairs under his motor warranty policy.

What happened

Mr S has an extended motor warranty, provided by AWP P&C S.A., purchased when the manufacturer's warranty on his vehicle expired.

In October 2024, he discovered an issue with his vehicle and contacted AWP to ask them to cover the cost of the necessary repairs (just under £170).

They told him the warranty didn't cover repairs to the relevant vehicle part because it was a (non-metal) hose.

Mr S made a complaint to AWP, but they maintained their position, so he brought his complaint to us.

Our investigator looked into it and thought AWP hadn't acted fairly in declining the claim for the reason they'd given. He asked them to reconsider the claim in line with the remaining terms of the warranty.

AWP disagreed and asked for a final decision from an ombudsman.

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 agree with our investigator. I'm satisfied AWP can't decline this claim for the reason they've given. I'll explain why.

The policy terms clearly state that AWP will not cover the cost of repair / replacement of "*hoses (non-metal), hose clips and connectors*". So, if the part Mr S had replaced was a "*hose*", AWP would be well within their rights to decline the claim.

The invoice for the work Mr S had carried out says the engineer replaced the "*air intake pipe*" (pipe, not hose).

The manufacturer is German. They describe the part as a "*Luftansaugrohr*". All translations that I can find through an extensive internet search translate that as "air intake pipe" (again, pipe, not hose).

In photographs of the relevant part, it appears to be a fairly rigid, thick plastic pipe. It may have the capacity to flex slightly to accommodate movement when the car is in motion. But no-one could possibly imagine that you could bend or twist it in any significant way. So, I don't think the vast majority of people would ever call it a "*hose*".

I'm satisfied then that it would, to all intents and purposes, be best described as a pipe, rather a hose. In theory, you *could* semantically argue the case the other way, but I'd ask AWP to bear in mind that they wrote the policy terms – and they are the experts.

They may have *intended* to exclude parts like this from cover, but if their terms are ambiguous or unclear then we'd always look at what a potential policyholder might reasonably think the terms meant when they bought the policy.

As I say, I'm satisfied most potential policyholders would think this particular car part was *not* caught by the exclusion for hoses, hose clips or hose connectors – because they wouldn't regard it as a hose.

Putting things right

On that basis, I agree with our investigator that it's not fair for AWP to decline this claim by applying the exclusion for hoses.

AWP should now reconsider the claim on the basis that that particular exclusion does not apply. I'd suggest they do that as soon as practically possible, once Mr S accepts this decision.

I'm aware that Mr S has said that he thinks he may have been mis-sold the extended warranty. I can't deal with that here. As our investigator explained, if Mr S believes that to be the case, he would need to make a complaint about that specific issue – and bring it to our service if he isn't satisfied with the response he receives.

My final decision

For the reasons set out above, I uphold Mr S's complaint.

AWP P&C S.A. must re-consider Mr S's claim in line with the remaining terms of the warranty.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 September 2025.

Neil Marshall
Ombudsman