

## **The complaint**

Mr M has complained about Acromas Insurance Company Limited, the insurer for his parts and garage cover, because when it considered his claim for faults to his car, it said because he hadn't completed any repairs, there was no claim for it to answer.

## **What happened**

In October 2024, in line with the policy, the turbo on Mr M's car was replaced. Mr M had some concerns at that time and made a complaint to the Financial Ombudsman Service. That complaint was answered in a final decision issued by a fellow Ombudsman. One of Mr M's concerns had been that, regarding smoke from the exhaust (after the turbo was replaced) and a fault light, Acromas had refused to assist on the basis of a policy exclusion. My Ombudsman colleague found it would be fair for Acromas to reconsider Mr M's claim in this respect in line with the remaining policy terms. Mr M accepted the decision.

Subsequent to Mr M's acceptance, Acromas wrote to Mr M. It said it had spoken to the garage and understood he hadn't gone ahead with any repairs. So it said it seemed there was nothing, under the policy, for it to contribute towards (with all claims being limited to a sum of £535).

Mr M thought that was unfair. He felt as though Acromas was unwilling to properly address the claim. He said that he hadn't been able to afford to go ahead with any repairs because he did not know if Acromas would cover them under the policy – and it was that policy coverage he'd expected it to consider following this Service's decision. He made a further complaint.

During the course of our Investigator considering Mr M's further complaint, he provided comments from a garage he had taken the car to and some repair invoices for work he'd had done. Our Investigator shared those with Acromas. It said Mr M's car did not seem to have suffered a breakdown as covered by the policy. It said it remained of the view that this was not a valid claim under the policy.

Our Investigator explained that whilst Acromas had needed to reconsider the claim, that did not mean the claim outcome for Mr M would be a positive one. She didn't think there was evidence of anything which needed dealing with under the policy – accepting Acromas' argument that a breakdown, as defined by the policy, had not occurred. So she wasn't minded to suggest it should do anything more.

Mr M was unhappy with the outcome. He said the garage, following the original turbo repair, had found a fault (injector and sensor issues), which the recent repairs he had completed (cleaning the EGR valve) evidenced had been an on-going, genuine issue. He asked for an Ombudsman's decision.

## **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 do see why Acromas' initial reply to Mr M was frustrating for him. But I also see why Acromas thought, at that point, there was no claim for it to answer. After all this is a policy which pays towards the cost of repairs, so without a repair having been undertaken there was nothing for the policy to respond to.

Of course, from Mr M's point of view, the policy also requires, for a valid claim to be accepted and paid, for any repairs to be authorised by Acromas before being completed. So, as I say, I totally see why he wanted Acromas to say whether or not repairs to the car could benefit from the policy cover available of £535 towards the cost of repair/replacement.

I think, in this case, both parties were just misunderstanding each other and what stage, to what extent, consideration under the policy was required. Acromas, as the insurer, could probably have done more to explain to Mr M what was needed for this claim to be considered. But my Ombudsman colleague had noted in their decision that it would be dealt with by Acromas as a new claim and the policy does explain what is required in that respect. So whilst I realise Mr M could not afford to have repairs completed, it was always up to him to agree with a garage what repairs were needed and for those to be put to Acromas for authorisation. With Acromas then considering if the specific fault identified and/or the proposed repairs for resolving it, were covered by the policy.

In any event, the matter of policy cover has moved on during the course of our complaint. Acromas has considered the evidence Mr M has presented about the issues he's been experiencing and the repairs he recently undertook to the car. Its view has remained that there is nothing for the policy to respond to.

Having considered everything, I'm satisfied that Acromas' continued decline of Mr M's claim is fair and reasonable. I've set out some detail below which I trust will help Mr M understand why I've reached that view.

The policy, as noted above, for a valid claim, offers to pay £535 for repair to or replacement of certain insured parts (including labour and VAT) following a breakdown. The policy, like many, contains a number of definitions and exclusions. It is in respect of a certain relevant policy definition which Acromas says the claim fails.

Of note:

Breakdown is defined in the policy as (my emphasis added): "A sudden or unexpected event involving the Nominated Vehicle:

a) as a result of Mechanical or Electrical Failure; and

...

c) **that has prevented the Nominated Vehicle from starting or continuing its journey safely;** and

d) **that requires the repair or replacement of insured part(s) to enable the journey to be resumed...**"

I can see that the turbo on Mr M's car was replaced in October 2024. Around four to six weeks later Mr M returned to the garage. From an email Mr M has provided I can see that he drove his car into the garage, reporting it would intermittently smoke from the exhaust. The garage's mechanic and Mr M then road tested the car, Mr M was dropped at his home and the mechanic drove the car back to its premises where diagnostic checks were completed. The garage said faults found were "injector over fuelling and air mass fault", with further testing recommended. I understand that further testing was then not completed, presumably because Acromas did not provide authority for it.

That all happened in November 2024. Mr M subsequently continued to use his car. I appreciate that having a car is important, so I am not criticising Mr M for his continued use of his vehicle, However, his continued use does seem to show that the policy definition of "Breakdown" has not been met.

Essentially, the issues Mr M had with the car in November 2024 did not prevent the car from starting or continuing any journey – Mr M drove the car into the garage, test drives were completed, with Mr being dropped back at his home and the car being driven back to the garage. And I'm sure neither Mr M nor the mechanic would have driven the car if it was unsafe to do so. Further, with only some diagnostics having been completed by the garage, Mr M drove the car away and continued using it in the months thereafter. As I understand it between November 2024 and when Mr M undertook the EGR valve clean in August 2025, the car had travelled about 6,000 miles. So the car's journey/journeys were resumed in November 2024 without a repair or replacement being required to enable that.

In summary, the policy Mr M thinks Acromas should settle his claim under, will pay towards the cost of repairs/replacement necessary as the result of a breakdown. But Mr M hasn't shown that his car suffered a "breakdown" as defined in the policy. In fact the available evidence, as explained, satisfies me that Acromas' view, that the policy definition for "Breakdown" was not met in this instance, is fair and reasonable. As such I can't fairly and reasonably say it failed Mr M in maintaining its position to decline his claim.

### **My final decision**

I don't uphold this complaint. I don't make any award against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 February 2026.

Fiona Robinson  
**Ombudsman**