

## **The complaint**

Mr K has complained about his parts and garage insurer Acromas Insurance Company Limited because it declined his claim for a failed clutch.

## **What happened**

Mr K suffered a breakdown and was followed by a recovery vehicle to an Acromas approved garage. The garage called Acromas and said the clutch cylinder had failed. Acromas advised of the claim procedure, including that all work would have to be authorised by it before being done.

The garage repaired Mr K's car. It then reported back to Acromas. Acromas agreed to consider the claim based on comments from the garage and photos which had been taken of the damaged parts. Having done so, Acromas noted the clutch friction plate was significantly worn 'nearly to the rivets' with no heat-lines left. It felt this had likely come to the end of its expected life, allowing damage to occur to other parts of the clutch. It noted the policy specifically excludes claims for friction plate repairs and didn't think there had been a sudden component failure. So it declined the claim.

Mr K reverted to the garage. It said the friction plate "was not worn as it was no where near the rivets". Acromas said the garage was wrong to say the clutch was not worn. Mr K remained unhappy and complained to the Financial Ombudsman Service.

Our Investigator noted Acromas assessed the claim based on the photos and commentary available. He found he was more persuaded by Acromas' view that there had not been a sudden failure and that the friction plate was worn, than he was by the garage's that a sudden failure had occurred whilst the friction plate was not at the end of its serviceable life. So he wasn't minded to find Acromas' decline was unfair or unreasonable.

Mr K said he'd had no problem with the clutch slipping before the breakdown – so it can't have been excessively worn. He said after the breakdown, driving to the garage on the recovery operative's orders, significant slippage occurred and it's likely, Mr K believes, that the excessive wear occurred at that time. Mr K noted the image of the friction plate removed from his car had been viewed against a photo of a brand new plate which he wasn't persuaded offered a fair comparison. He said the word of the garage as to the cause should be relied upon as they saw the car, they didn't just review photos.

The complaint was referred 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.

I realise it's frustrating for Mr K to have his claim declined, especially as it was taken to an Acromas approved garage for repair. However, I have to bear in mind that the garage being one recognised by Acromas does not mean it acts as Acromas' agent. And I also bear in

mind that Mr K will have been aware from the policy wording, that all work has to be agreed between him and the garage and authorised by Acromas before being completed.

In any event, Acromas did not decline the claim because the correct procedure was not followed. It agreed to consider it based on the evidence available. That evidence included photos but I can also see Acromas took the garage's view of the damage into account. It bears note at this point that the policy offers cover where there's been a sudden and unexpected component failure. But even where it's accepted a part has suffered a sudden failure, the policy contains exclusions which restrict or sometimes remove Acromas' liability for cover. In this case the policy contains an exclusion for worn out clutch friction surfaces, and any damage caused by such.

I do understand why Acromas has concerns that this was not a 'sudden' failure and that rather the clutch had reached the end of its natural life. Whilst the garage has said the friction plate was "not worn as its no where near the rivets", Acromas' view was that it was 'getting close to' the rivets. I accept that 'how close/near' the plate might be (when as I understand it, it would only be a few millimetres deep when new), is a slightly subjective issue.

But what the garage has not answered and which I accept is a more valid concern raised by Acromas is that the heat-lines which are embedded in new plates, and which are designed to allow airflow and limit heat, were all worn away. Acromas noted there was only still a very slight indication left of some of the lines right at the very centre of the plate, whereas they normally extend from the centre across to the outer edge.

I don't think it's unfair to compare Mr K's friction plate with a new one. No-one is suggesting the lines in a used plate should be the same as those of a new one. But the comparison serves to show how significantly worn the plate removed from Mr K's car was. As Acromas has explained, the absence of the heat-lines would have allowed the plate to overheat and this would have affected the rest of the clutch, leading to wear, rust and failure overtime. I accept that photos of other parts of Mr K's clutch show significant signs of rust build up.

Mr K argued that it was unlikely the clutch was worn past the end of its life, given his car had only done 50,000 miles. Acromas explained that the car's mileage is not a reliable indicator of how the clutch should look, because how a clutch wears is highly dependent on the individual driving style of the user of the car. I'm satisfied by what Acromas has said in this respect.

I see Acromas considered whether the cylinder had maybe failed first, allowing damage to occur to the friction plate. Acromas thought that a sudden failure of the cylinder would have been it bursting and there was no sign of contamination on other parts. I know Mr K said the cylinder may not have burst, a bearing may have seized. Acromas was not persuaded that seizing was something that would happen suddenly. Rather it thought if something had seized that was more indicative of a problem having been caused over time by the excessively worn friction plate.

Acromas also thought that the level of wear to the friction plate was unlikely to have been caused after the breakdown during the course of the six-mile drive to the garage. Acromas said the clutch may not have been slipping prior the breakdown because whilst it was excessively worn, it hadn't yet reached the rivets, which is when slippage would most often be caused.

I'm persuaded by what Acromas has said in these respects. But I also bear in mind that even if one part of the clutch was shown to have seized, that does not overcome the fact of the policy exclusion for worn out friction plates, and any consequential damage which occurs.

Acromas viewed the friction plate as so heavily worn it had reached the end of its life. I think that reasonably equates to it viewing the friction plate as worn out. Acromas has said, if a bearing was seized, that would likely have been caused by the worn out friction plate. Given everything I've seen and considered above, I find I'm persuaded by Acromas' view in these respects. Meaning if it were accepted that sudden damage had occurred, the claim would still be reasonably excluded.

So I'm satisfied that Acromas, in reaching its claim decision took into account all of the relevant evidence and arguments. I'm also satisfied that, on this occasion, Acromas has provided sufficient explanation and reasoning which fairly and reasonably supports its view. With that view being that there was no sudden failure that, rather, the friction plate was worn out, for which there is a relevant policy exclusion. As such I find Acromas acted fairly and reasonably when it declined the claim.

### **My final decision**

I don't uphold the 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 K to accept or reject my decision before 5 January 2026.

Fiona Robinson  
**Ombudsman**