

## **The complaint**

Mr O complains that Acromas Insurance Company Limited (Acromas) unfairly declined his claim under a breakdown repair insurance policy.

## **What happened**

The circumstances of this case are well known to both parties, but in summary, Mr O's vehicle broke down in March 2025 and so he claimed under his roadside assistance. The attending engineer concluded that Mr O's vehicle had a problem with the thermostat, and this couldn't be resolved at the roadside. So, the vehicle was taken to a nearby garage, and Mr O was told he could claim under his breakdown repair policy, underwritten by Acromas.

Upon receipt, the garage identified that the vehicle had experienced a head gasket failure. Mr O provided details of the fault to Acromas to consider his claim further. Acromas arranged an independent inspection of the vehicle, and based on its findings, declined the claim. It said the inspection showed the fault was present at the time of the policy inception and so was excluded from cover. Unhappy with the decision, Mr O complained to Acromas.

Acromas didn't uphold the complaint. It said it was satisfied it had considered Mr O's claim fairly and in line with the terms and conditions of the policy. As Mr O remained unhappy, he referred his complaint to this Service.

Our Investigator didn't uphold the complaint as they concluded that Acromas's decision to decline Mr O's claim wasn't unreasonable based on the evidence provided. Mr O disagreed and asked for an Ombudsman to make a final decision. In summary, he said that Acromas' decision was contradictory to its own internal notes and the expert's opinions. Mr O had also sourced his own opinion from the garage which concluded that the head gasket failure wasn't pre-existing and so Acromas should agree and settle the claim.

So the case has been passed to me to decide.

## **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 recognise that my summary of this complaint is less detailed than that presented, and Mr O has provided detailed submissions in support of this complaint. I would like to thank Mr O for his detailed submissions but I won't be commenting on each point raised or piece of evidence provided. Instead, I will comment on the issues I consider to be key. This isn't intended as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

Having reviewed the case in full, I don't uphold this complaint. I'll explain why.

Relevant industry rules say that firms must handle claims promptly, fairly and mustn't unreasonably reject a claim. So, I've considered the relevant rules, the policy terms and the

available evidence, to decide whether I think Acromas treated Mr O fairly.

The starting point with any insurance claim is the policy terms and conditions as these set out the basis of cover between the insurer and its policyholder. Having reviewed these, Mr O's policy provides cover for insured parts, labour and VAT in the event his vehicle breaks down. However, the policy goes on to explain there is no cover for repairs following a mechanical or electrical failure if the faults existed prior to the purchase of cover.

Following the notification of the claim, Acromas appointed an independent engineer to assess the vehicle. This confirmed:

*"In our opinion based on the visible evidence we would confirm that we did identify an issue in the form of head gasket failure. We would consider this to be consistent with head gasket deterioration, which has affected its sealing ability. This was evident due to the head gasket becoming delaminated."*

In addition, the engineer confirmed, in response to questions put to it by Acromas, that the condition was wear and tear related, and was due to progressive deterioration. So Acromas is of the view that the head gasket fault on Mr O's car is one that was more likely than not present prior to the purchase of cover in December 2024, as the vehicle had only completed approximately 40 miles since cover began.

Mr O disagreed and said this contradicted earlier investigations into the vehicle and the opinion of the repairer who said:

*"In our professional view, the vehicle suffered a head-gasket failure consistent with the presenting symptoms on 21 March 2025 and our diagnostic results. The workshop evidence is compatible with a sudden/localised failure rather than a long-term developing defect."*

As I am sure both parties can appreciate, I'm not an expert. And so, I'm not in a position to diagnose the issue with the vehicle. So I must rely on the expertise of suitably qualified professionals. Where there is contradicting evidence, I must decide what is more persuasive.

While both experts disagree on whether the head gasket failure was sudden, or due to wear and tear, they have both identified that there was delamination to the head gasket. From the evidence provided, this appears to have contributed to the head gasket failure. The opinion of the repair agent doesn't rule out that the delamination occurred over time rather than suddenly as they have described the symptoms as being compatible. This in my view suggests it is possible the delamination occurred suddenly, but not for certain. So I think it was reasonable for Acromas to rely on the independent engineer's report.

So, I don't find it unreasonable for Acromas to conclude the fault was present, or developing at the point the policy was taken out – and so can decline the claim. I say this as the vehicle had only completed approximately 40 miles since the inception of the policy, and the expert's evidence suggests the delamination occurred over time – and this contributed to the head gasket failure.

Mr O has said this contradicts earlier notes in the claim file, however Acromas' claim handlers are not qualified to diagnose problems with vehicles. So while the commentary in the claims notes may suggest otherwise, I don't think it is unreasonable to place more weight on the expert professional opinion of the independent engineer.

I recognise Mr O has explained the vehicle was in a roadworthy condition given its last successful MOT – and I want to be clear that I've not disregarded this information. But an MOT isn't a mechanical health test and instead tests the overall roadworthiness of a vehicle

against several different metrics. From my understanding, the head gasket isn't one of the components tested. So, a successful MOT doesn't rule out that the fault was present or developing at the time it was tested, or when the policy was purchased in December 2024.

So, while I recognise Mr O will be disappointed with my decision, for the reasons I have explained above, I don't find that Acromas has unfairly declined Mr O's claim.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 January 2026.

Oliver Collins  
**Ombudsman**