

The complaint

Mrs C has complained that Acromas Insurance Company Limited has rejected her claim under her AA Parts and Garage (Breakdown Repair) Cover insurance policy.

What happened

Mrs C took out her policy with Acromas on 20 November 2024.

On 12 December 2024 when Mrs C started her car in the morning she heard a noise from the engine which she wasn't expecting to hear. So she called the AA. An AA operative came out and inspected her car. He said the problem could be related to the timing chain or turbo and suggested Mrs C should take her car to a garage to have it checked. The operative advised her not to drive the car, so Mrs C arranged for it to be towed to the garage.

Mrs C has said the garage confirmed there was a problem with the timing chain. And that they also stated that if the timing chain had been stretched for a longer period it would have caused significant damage to the engine, which would have resulted in the car being undrivable.

Mrs C submitted a claim to Acromas. However, it turned it down by relying on the following exclusion in Mrs C's policy:

Any costs for repairs following a Mechanical or Electrical Failure if:

- a. The faults existed prior to the purchase of this cover.*

Mrs C complained to Acromas. It issued a final response in January 2025 rejecting her complaint. In this it said it had spoken to Mrs C's garage, and they'd said the timing chain was stretched. And because this couldn't have happened suddenly in a short space of time, the fault must have been developing for some time, and prior to Mrs C's purchase of the policy. Acromas did however say it accepted that Mrs C wasn't aware of the fault.

Mrs C asked us to consider her complaint in February 2025. When she did so she said her garage had told her that the timing chain guide on her car had broken and it was this that was causing the problem with her car, not a stretched timing chain. And she provided a photograph from the garage that showed the broken guide.

We told Acromas that Mrs C wanted us to consider her complaint and asked it to provide comments and evidence to support its decision on her claim. When it provided this, it said that it had rejected the claim because the timing chain on Mrs C's car was found to have been stretched due to gradual wear and tear over time, which indicated a developing fault rather than a sudden and unexpected breakdown. And this didn't meet the criteria for cover under the policy.

It then cited two clauses in the policy it felt supported its decision. The first clause it cited was:

Your Limits and Cover

Please note that Mechanical or Electrical Failures must cause a sudden and unexpected Breakdown. This policy will not cover failures that You were previously aware of or have been made aware of, or that are not directly related to the cause of the Breakdown.

The second clause it cited was the above-mentioned exclusion for pre-existing faults.

It also quoted the definition of Breakdown in the policy, which is as follows:

A sudden or unexpected event involving the Nominated Vehicle:

- a) as a result of Mechanical or Electrical Failure; and*
- b) which has been attended by the AA under Your AA membership; 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 or, when At Home (Home Start) cover is held under Your AA membership, commenced.*

Acromas said a timing chain stretches over a time due to normal wear and tear, which is a progressive fault that does not constitute a sudden and unexpected failure as required by the policy. It added that it would not have been possible for the timing chain to stretch to the point of failure within the six-day eligibility period under the policy. It finished by saying it felt Mrs C's claim had been correctly declined.

One of our investigators considered Mrs C's complaint. She said it shouldn't be upheld because Mrs C's car didn't break down, as per the abovementioned definition. And this meant her claim wasn't covered under her policy with Acromas.

Mrs C didn't agree with the investigator's view. She has said that, as far as she is concerned, her car had broken down, as she could not safely drive it after calling the AA, because to do so would have caused serious engine damage. She added that she could confidently say the problem with the timing chain did not exist before she took out her policy.

I issued a provisional decision on 3 December 2025 in which I set out what I'd decided and why as follows:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I should say firstly that I think there are some problems and misunderstandings which may have caused some concern and confusion for Mrs C.

The first problem is that it seems that Acromas was not aware that it was the broken guide to the timing chain that caused the problem with Mrs C's car, as opposed to the timing chain itself being stretched. It seems this could be because Mrs C never actually went back to Acromas to tell it this was the issue when her garage explained it to her and sent her a photograph to prove it. And because the garage didn't tell Acromas this when it called them. Mrs C sent the photograph to us when she submitted her complaint. And it does show the guide was broken. However, it seems we didn't send this to Acromas either. So, it was not evidence that Acromas was able to consider. I have now asked our investigator to send this to Acromas.

It also appears that Acromas was under the impression Mrs C drove her car to the garage,

when it seems from what she has said to us, she had it towed there.

Also, as I understand it timing chains don't truly stretch; instead, they elongate due to wear on their pins and rollers over time, which can lead to performance issues. So, I presume this is what Acromas thought had happened to the timing chain on Mrs C's car.

Another problem is that Acromas cited additional reasons for declining Mrs C's claim when it provided its evidence to us, which it does not appear to have mentioned to Mrs C initially or in its final response letter. This was unhelpful, as if Acromas wanted to rely on more than the exclusion for pre-existing faults it mentioned in its final response it should have told Mrs C this.

Because Acromas cited additional reasons for rejecting Mrs C's claim when it submitted its evidence to us, our investigator felt she had to consider these. And the reason she decided not to uphold Mrs C's complaint was that she didn't feel what had happened to her car constituted a breakdown as per the definition of breakdown in the policy. However, she didn't say whether Acromas was entitled to rely on the exclusion for pre-existing faults or comment on any of the other points Acromas had made.

So, for the sake of completeness, I will deal with all the things Acromas has suggested show it was entitled to turn down Mrs C's claim.

The first reason Acromas has given for turning down the claim is the exclusion for pre-existing faults. However, based on the evidence I have seen, I do not think it can rely on this exclusion. This is because it is clear from what Mrs C has said and the photograph she has provided that it was a broken timing chain guide that caused the problem with her car, and not a stretched timing chain. And this would have happened suddenly, which explains why Mrs C had not heard the strange noise her engine was making prior to the day she called out the AA. This also proves the problem with Mrs C's car first occurred more than 14 days after she'd taken out her policy.

The other reason Acromas has given for turning down Mrs C's claim is that Mrs C's car did not suffer a sudden and unexpected breakdown. Of course, as will now be clear from what I've said, the problem Mrs C experienced with her car was sudden and unexpected in that she had no idea the timing chain guide had broken until she started her car on the day she called out the AA. And I also consider her car did suffer a breakdown as covered by the policy.

I say this because there was a sudden and unexpected event involving the car, i.e. the timing chain guide broke. I think it is fair to say this was a mechanical failure. And I also think it is fair to say it prevented Mrs C's car from starting or continuing its journey safely. This is because my understanding is that if Mrs C had driven her car the timing chain could have come off or become very loose and wrecked the engine. And this view is supported by the fact that the AA's operative told Mrs C not to drive her car. If Mrs C couldn't drive her car without the risk of serious damage, I think it is fair to say she could not start a journey with it safely.

So, I'm satisfied that Mrs C did have a valid claim under her policy for the cost of fixing the fault with her car, which Acromas should have settled. However, I do understand it may not have appreciated this based on the evidence it had when it turned Mrs C's claim down and when it sent its evidence to us. But I do think it is appropriate for me to consider this evidence when considering this complaint, as Mrs C submitted it to us and Acromas now has the chance to consider it and provide its further comments.

As it seems Acromas was not aware of the fact it was the guide to the timing chain breaking

that led to Mrs C's car breaking down, I do not consider it would be appropriate for me to award interest any money that could be due to Mrs C as a result of my final decision. And I do not consider it is appropriate for me to make an award for the distress and inconvenience Mrs C experienced as a result of her claim being turned down.

My provisional decision

For the reasons set out above, I've provisionally decided to uphold Mrs C's complaint about Acromas Insurance Company Limited and require it to meet Mrs C's claim in accordance with the claim settlement terms in her policy.

I gave both parties until 17 December 2025 to provide further comments and evidence in response to my provisional decision.

Acromas has responded to say it accepts my provisional decision.

Mrs C has provided some further comments. I think what she is saying is that while she can understand what I have said about not awarding interest or compensation, she feels Acromas could have done more to help her. She's also said she had to borrow money to pay for the repair of her car.

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.

As Acromas has accepted my provisional decision and Mrs C hasn't provided further comments on my view that Acromas should meet her claim, I see no reason to alter my conclusion that the fair and reasonable outcome to Mrs C's complaint is for it to do so.

I have however noted what Mrs C has said about interest and compensation. But I do not consider Acromas can be criticised for rejecting her claim based on what Mrs C and her garage appear to have told it about the cause of the problem with her car. And I cannot hold Acromas responsible for the fact the AA's operative didn't pick up on the fact that the guide to the timing chain was broken. In any event, I would not have expected the operative to have picked this up, as it would have required some dismantling of the engine and more investigation than they could be reasonably expected to carry out.

My final decision

For the reasons set out above and in my provisional decision, I've decided to uphold Mrs C's complaint about Acromas Insurance Company Limited. And I require it to meet Mrs C's claim in accordance with the claim settlement terms in her policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 18 January 2026.

Robert Short
Ombudsman