

complaint

Mr B has complained that Mapfre Asistencia, Compania Internacional De Seguros y Reaseguros, S.A. (Mapfre) refused to pay his motor warranty claim.

background

Mr B claimed on his policy after finding a problem with his turbo. Mapfre said it sent Mr B's turbo to a specialist engine garage for investigation. It then refused to pay his claim because it said the damage had been caused by wear and tear. Mr B didn't think this was right. He also said Mapfre hadn't given him a copy of the complaints procedure and brought his complaint to us.

The adjudicator thought it was reasonable for Mapfre to turn down Mr B's claim. But Mr B didn't agree and asked for an ombudsman's decision.

my findings

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'm not going to uphold it.

Mr B's policy says it doesn't cover claims for damage caused by wear and tear. Mapfre said the damage to the turbo had been caused by wear and tear. It provided a report from a specialist garage that said *"the turbo has failed due to contamination to the engine's lubrication and breather systems: this has further contaminated the lubrication system which has accelerated wear to the internal parts of the turbo"*.

Mr B didn't think this report related to his car as it wasn't the garage he'd taken his car to. But Mapfre's explained it sent his turbo to the specialist. I think this was reasonable in the circumstances and I can see that Mr B's registration number is on the report. So, I'm persuaded that this report relates to his car.

I'm satisfied that this report explains why the damage to Mr B's car was caused by wear and tear. It says that the *"piston ring is seized. The journals are scored...the bearings are scored. The thrust washer and thrust plate are scored"*. I think this suggests that there was wear and tear to Mr B's car.

Mr B said this couldn't be the reason his turbo was damaged as his MOT showed 0% emissions and he'd had tests done that showed the *"measurement of compression"* and *"measurement of lubricant pressure"* for his car. But these tests were done around six months after the damage to Mr B's car. So, they don't persuade me that the specialist garage's assessment was wrong. I think Mapfre has made a reasonable decision that's in line with its policy terms.

I understand Mr B was unhappy because he didn't think a complaint procedure was detailed in his policy. But I can see that there's a section with the title *"Customer Care information"* that sets out what Mr B needed to do if there was a *"dispute"* about his policy.

my final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 January 2017.

Sarann Taylor
ombudsman