

## **complaint**

Ms M has complained that Acromas Insurance Company Limited declined a claim she made for repairs under her Breakdown Repair Cover (BRC) policy.

## **background**

Ms M called for assistance under her BRC policy in March 2018. She told Acromas she'd broken down and her ignition key had broken. A patrolman attended and removed the broken key. He was able to start Ms M's car with a spare key.

Ms M said she discussed with the patrolman the reason why she'd stopped her car. She said the key breaking in the ignition was a secondary cause. Ms M said she pulled over as there was a warning light on the dashboard. She ran an errand and when she returned to the car, she tried to switch the engine on and wanted to see if the light was still on. She wasn't able to turn the engine on – and broke the ignition key while trying.

Ms M called for assistance a number of times between March 2018 and May 2018. Her car has been inspected by a garage – and then a dealership garage.

It's since been established that Ms M incorrectly called this light a battery warning light – which she says neither Acromas, the patrolmen, or a garage corrected her on. As she isn't a mechanic, she said she simply described the light as it looked like a battery symbol. But a dealership garage subsequently told her the warning light she was describing was in fact a Malfunction Indicator Light (MIL). This is separate to a battery warning light for her car.

Ms M says this is significant because in April 2018 a garage identified faults on Ms M's car: two of which she believes caused the MIL to go on when she first broke down in March 2018. The garage replaced the EGR valve and thermostat on Ms M's car. But Acromas declined her claim because it said the battery warning light was on – and the garage didn't find a fault with the battery. Ms M believes Acromas hasn't correctly understood her claim.

Ms M wants Acromas to cover the costs of the repairs to the EGR valve and thermostat. And she wants Acromas to cover the costs of the diagnostic report from both the garage and the dealership garage. She said she didn't ask for her car to be looked at by the dealership garage. This was something Acromas asked for.

Our investigator thought Acromas had acted reasonably and in line with the policy. She said that neither the garage or dealership garage have confirmed that the EGR valve and thermostat issues would have prevented Ms M's car from starting. And so it was reasonable of Acromas not to cover the costs for those repairs as they didn't cause Ms M to break down.

In May 2018 Acromas replaced the battery in Ms M's car following a further breakdown. The investigator thought Acromas had correctly dealt with Ms M's request for assistance.

Ms M remains unhappy, so she'd like an ombudsman to decide.

## **my findings**

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

I can see that dealing with this complaint since April 2018 has caused Ms M distress and frustration. I know Ms M will be disappointed, but overall I think Acromas has dealt with Ms M's claims for assistance reasonably – based on the information available to me.

Ms M's policy has exclusions. This isn't unusual for a breakdown policy as it isn't designed to provide cover in the same way as a warranty or service plan policy might. The policy highlights the following:

*“Warning lights: Please be aware that if a warning light, which is linked to an insured part, is illuminated it does not necessarily mean that the repair or replacement of the relevant insured part is required and/or will be paid for under Your (agent) Breakdown Repair Cover policy.”*

Ms M said she discussed with the patrolman that the issue with her car in March 2018 was that it wasn't running correctly. She accepts she didn't discuss this in the same detail when she called Acromas for assistance. Ms M says she feels Acromas expected her as a layperson to correctly diagnose the cause of the breakdown. She didn't know why her car wouldn't start. She thought it made sense to discuss this with the patrolman who was a mechanic when he arrived.

Acromas has provided a copy of the patrolman's report dated 10 March 2018. It says:

*“Removed broken key blade from ignition, used spare key to start it, all ok”.*

Ms M says she showed the warning light to the patrolman. But because he was able to start her car, he told her it was nothing to worry about and she was safe to drive. Ms M said the light looked like a battery – so this is how she described it. Retrospectively Ms M believes the patrolman failed to identify that the light wasn't related to the battery – which she reasonably expected him to do as a mechanic.

Ms M broke down again a month later. When she called Acromas, she said she described the issue as the same as before. The patrolman's report reads:

*“started your vehicle, tested your battery, charging system and tested for electrical discharge. Found on tests boot open causing 5+ amp draw, shut 0.3 amps (still too high). Battery Insecure, 0,2volt drop on battery main live, Ignition barrel difficult to use, Engine management warning light on, Flat tyre Indicator light on, fuel level light illuminated. Requires further checks and repairs at garage.  
The cause of the discharged battery could not be identified at the roadside and will need investigating. Drive / run your vehicle for at least 30 minutes or connect a battery charger to fully charge your battery.”*

On 13 April 2018 Ms M brought her car to a garage for a diagnostic test. On 23 April 2018 the garage described the following faults with Ms M's car: overheating, going into limp mode and a problem with an anti-braking sensor. It replaced the EGR valve and thermostat. The garage identified a further fault code which it couldn't fix. So after discussion with Acromas, Ms M's car was taken to a dealership garage and they fixed the fault. Ms M wanted Acromas to cover these repairs costs as she said these were the cause of the breakdown.

But Acromas told Ms M that the garages were unable to conclude that the EGR and thermostat issues caused the initial breakdown. And that when the EGR valve was replaced, it didn't fix the fault as a new error code came up.

When a dealership garage carried out a diagnostic report, it was inconclusive as it said: "*No management faults returned in management systems*" – so Acromas said there wasn't enough to show the faults caused a breakdown.

Ms M disagrees. She says the garage that replaced the EGR valve said a further error message was triggered which its equipment was unable to investigate. So Acromas asked the garage to arrange for Ms M's car to be taken to a dealership garage for further diagnostic testing. Ms M says the dealership garage was able to resolve the issue as it required an adjustment to the EGR valve and there were no further problems with the valve after that. Ms M believes this therefore shows that the EGR valve was the cause of the MIL and the original cause of the breakdown.

Ms M's car broke down again on 17 May 2018. A patrolman found the battery was dead and replaced it. This repair was covered under Ms M's policy.

Ms M says the battery warning light didn't come on before. She believes this was a new issue and the repairs to the EGR valve and thermostat should be covered by Acromas from when she broke down in March and April 2018.

Acromas said that if the dealership garage report concluded that the faults with the EGR valve and thermostat caused the breakdown of Ms M's car, it would cover the repair costs and the costs of the diagnostic report. However, the dealership garage report doesn't conclude this. I appreciate that Ms M says this is because the repairs had by then been carried out. But the dealership garage report said that the engine management light (MIL) would have come on for either a fault with the EGR valve or the battery. So I don't think either garage has provided enough to show that faults with the EGR valve and thermostat caused Ms M's car to break down.

I've taken on board Ms M's view that the battery warning light didn't come in on her car. But as Ms M's car started in previous callouts after the patrolman recharged the battery – with no battery warning light - I don't think this makes a difference. And I've considered the comments made by the dealership garage – that the MIL would have come on for a battery issue. So I think on balance it's more likely that the cause of the breakdown was due to the battery. This means I think the diagnostic reports and repairs needed for the EGR valve and thermostat aren't costs Acromas should cover.

I understand Ms M will be disappointed with my decision. But as Acromas has covered the costs to replace the battery in May 2018, I think it's acted reasonably and in line with the policy. So I'm not asking it to do any more.

### **my final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 20 February 2019.

Geraldine Newbold  
**ombudsman**