

## **complaint**

Mr T complains that Acromas Insurance Company Limited declined his claim made on his Breakdown Repair Cover (BRC) policy. He seeks a contribution towards the cost of his repairs.

## **background**

Mr T's van had a breakdown due to problems with the head gasket and turbo and he had it repaired. However he did not get prior authorisation for the repairs from Acromas which is a condition of the policy. Acromas therefore refused the claim without considering whether it would have actually covered the claim in line with the remaining terms and conditions.

The adjudicator did not recommend that the complaint should be upheld. He explained that Acromas could only rely on the conditions for making a claim, i.e. gaining authorisation before repairs are commenced, if it could show that its position had been prejudiced. He thought that it had been able to show this and had provided a technical explanation as to why the claim would most likely have been rejected, so authorisation would not have been given. Whilst he understood Mr T's belief that the breakdown assistance patrol or the garage should have referred the matter to Acromas on his behalf, it was ultimately for him to do so. He also thought it likely that even if the matter had been referred to Acromas at the outset, the claim would not have been covered in any event.

Mr T responded that the breakdown was sudden in nature and should be covered.

## **my findings**

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

I can understand that Mr T is frustrated that Acromas has declined to contribute towards the costs of his repairs. The breakdown unfortunately occurred in the early morning when he was on his way to an event, and he called the breakdown assistance patrol which attended. The patrol said that repairs were needed and Mr T's van was taken to a garage. I find that Mr T's BRC policy booklet explains very clearly on several occasions what he should do if he wants to make a claim. This is on page 3,

### ***"4. What if I need to make a claim?"***

*If your vehicle cannot be repaired at the roadside by the attending ...patrol and required the repair or replacement of a part, it should be taken without delay to a VAT registered garage. The repairer must call the Claims helpline..., to obtain confirmation of cover and authorisation before repairs are started."*

And on page 4,

*"The garage should, with your agreement, assess the repair and agree with you what work is required to repair the vehicle. Once agreed, you must ask the garage to contact the Claims Helpline on your behalf... to provide details of the required repair and obtain a claims authorisation number before starting work. Repairs carried out before an authorisation number is obtained will not be covered under your policy."*

Whilst I find this to be very clear and reasonable, the adjudicator has explained that our approach to such conditions is that to rely on it, Acromas must show that its position would be prejudiced if it was not met. I note that on page 4 of the policy booklet, Acromas explains that,

*“In some circumstances it may be necessary to appoint an independent engineer to inspect the vehicle to assess whether the claim falls within Your ...Breakdown Repair Cover”.*

It further describes eligible events under the policy on page 7 of the policy booklet,

*“Mechanical or Electrical Failure: The sudden and unforeseen breaking or burning out (electrical) of any insured part(s) which prevents the Nominated Vehicle from continuing or commencing ... its journey safely.”*

Acromas has explained that the nature of the failure of Mr T's van was such that it would have needed to confirm if the failure was sudden in nature and if the continued use of the van following the fault had caused excessive damage. It thought that the amount of damage described by the repairing garage was due to drive on damage.

Consequently, I find it reasonable, given the nature of the repair that Acromas considered that if it had been notified of the claim at the time, then it would have requested an independent inspection to clarify the claim. As Mr T did not submit his claim until after the repair was completed, I find that Acromas did not have the opportunity to establish what caused the failure and that it has not unreasonably declined his claim.

Acromas has said that if the primary failure was the head gasket, ignoring the excessive damage, that possibly driving to reach safety could be covered in relation to the head gasket, although not the engine. Therefore it offered that if Mr T were to provide the last service invoice, to confirm that the van was being maintained in line with the manufacturer's specification, then it could give further consideration to the claim in relation to the head gasket.

I find this to be a reasonable offer, but unfortunately the service invoice that Mr T provided did not include his van's registration number and there were discrepancies with the mileage that led Acromas to question its reliability. I find this to be not unreasonable in the circumstances.

Mr T said that he believed that the patrolman or the garage that the patrol took him to had contacted Acromas to explain the nature of the repairs needed on his van. He had taken his van to previous garages and those garages had contacted Acromas on his behalf to discuss any repairs required. However, I find that I am not persuaded by this and that it was for Mr T to report his claim to Acromas or to ensure that his repairing garage did so before undertaking the repairs.

**my final decision**

For the reasons above, it is my final decision that I do not uphold this complaint and I make no award against Acromas Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr T to accept or reject my decision before 9 February 2015.

Phillip Berechree  
**ombudsman**