

## **The complaint**

Mr M complains that Acromas Insurance Company Limited declined his claim made on his Parts and Garage Cover (breakdown repair insurance policy). He wants it to refund his repairs costs up to the claim limit and to pay his hire costs.

## **What happened**

Mr M bought a second-hand car and had it checked by his garage. He then added the car to his Parts and Garage Cover policy provided by Acromas. When his car broke down a month later, Acromas had it inspected by an independent engineer. The engineer said the cause of the breakdown was head gasket failure. Acromas said there had been a previous temporary repair to the head gasket and so it declined the claim as it said pre-existing issues weren't covered by the policy. Mr M said his garage's inspection hadn't found any pre-existing issues.

Our Investigator didn't recommend that the complaint should be upheld. She thought Acromas' engineer had shown that the issue was pre-existing. And she thought this was excluded from cover by the policy's terms and conditions. She thought Mr M's garage's inspection couldn't be relied upon.

Mr M replied that he thought the additional report provided by his garage showed that there were no pre-existing issues with the car. Mr M asked for an Ombudsman's review, so his complaint has come to me for a final decision.

## **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.

Mr M has told us that the repairs to his car cost £1,000 and he accrued hire costs of £500. I can understand that he feels frustrated that Acromas declined his claim. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

Acromas said the policy didn't cover any mechanical or electrical failures that existed prior to the policy start date. It referred Mr M to page 12 of his policy booklet where the exclusion is stated:

*"Any costs for repairs following a Mechanical or Electrical Failure if: a. The faults existed prior to the purchase of this cover."*

Acromas' independent engineer's opinion of the fault was:

*"In our opinion, on a limited inspection of the vehicle due to it being in a complete condition, we were only able to ascertain that the excessive emulsification observed when removing the oil filler cap was consistent with a cylinder head gasket failure."*

He said the fault was due to wear and tear and wasn't unusual given the age and mileage of the car. He also said it would be evident when the car was being driven and there was no evidence of previous repairs.

Acromas also provided evidence showing that the car had had the same fault two months before Mr M bought it and a temporary fix had been made. This hadn't then been repaired.

Mr M provided reports from his own garage stating that the engine and head gasket were in full working order at the point of purchase. But this isn't supported by Acromas' evidence that there had been a fault with the head gasket two months earlier, that a temporary fix had been made, and this hadn't then been repaired.

I can see that Mr M took care to have the car checked when he bought it. But I don't find the report from Mr M's garage persuasive as it evidently missed the temporary fix. And I'm satisfied that Acromas has shown that the fault was pre-existing and so it would be excluded from cover by the policy's terms and conditions. I don't require Acromas to do anything further.

### **My final decision**

For the reasons 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 Mr M to accept or reject my decision before 19 February 2024.

Phillip Berechree  
**Ombudsman**