

The complaint

Mr H has complained about his parts and garage insurer Acromas Insurance Company Limited because it declined to pay for work which Mr H's garage said had caused a breakdown.

What happened

Mr H called his breakdown insurer in June 2023 to report a problem he was having with his car. He said the issue, which was meaning he couldn't drive his car, which was parked at his home, was with the suspension and steering. A breakdown operative attended, confirmed a fault with the suspension and noted some staining on the coolant tank which Mr H was advised to investigate further with his garage.

In August 2023 Mr H took his car to his garage for work. The garage replaced the coolant tank. In an email it provided later, the garage said the need for the coolant tank to be replaced had been the cause of the initial breakdown. Mr H asked Acromas to cover the cost of the replacement under his parts and garage policy.

Acromas noted the call recording from the time Mr H reported the breakdown, along with the attending operative's notes. It felt the coolant issue was not the reason for the breakdown. It said, in line with the policy, it wouldn't cover the cost of repairing a fault which was not the cause of the breakdown. Mr H complained to the Financial Ombudsman Service.

Our Investigator noted the policy cover. She felt Acromas had acted fairly and reasonably in declining to cover the cost of replacing the coolant tank.

Mr H felt his garage's email showed Acromas should reasonably cover the costs. When our Investigator wasn't persuaded to change her view, the complaint was referred for an Ombudsman's 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.

I've reviewed the policy. It is designed to cover the cost of repairing a fault which caused the car to breakdown. The policy specifically says that it won't cover the cost of repairs that are "not directly related to the cause of the breakdown". So I've considered the evidence of the breakdown and repairs to decide whether Acromas' decline is fair and reasonable.

When Mr H reported a claim under his breakdown cover, he said the issue he was having was to do with the suspension and a noise when steering the car. He didn't mention any issues with the engine, or the car's performance – such as might be associated with a coolant issue.

I note that the breakdown operative considering the suspension fault found that a pin bolt was making noise. The operative also noted some staining on the coolant tank and recommended this was investigated further by a garage.

So I think it's fair to say that a fault with the coolant system wasn't found – only that a possible issue was identified that a prudent owner would want to investigate. And I think it's also fair to say that any issue subsequently found with the coolant system was unlikely to be associated with the original breakdown which was reported solely in respect of suspension and steering issues.

I have taken into account the evidence from the garage that fixed the coolant issue. But it isn't clear what it was told by Mr H when he took the car to it in August – with the original breakdown having been reported in June and the car seemingly having been driven in the interim. The garage clearly believed the coolant tank needed replacing to resolve an issue brought to its attention by Mr H at that time – but the garage wasn't involved in respect of the initially reported breakdown. And it is the initially reported breakdown which is linked to Acromas' policy, which affords Mr H cover for the cost of repairing the cause of that specific breakdown (not just any breakdown).

Having considered the cover in question and the initial report of the breakdown, even taking into account the evidence from Mr H's garage, I think Acromas' decision to decline the claim was fair and reasonable. As such I don't uphold this complaint.

My final decision

I don't uphold this complaint. I don't make any award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 19 September 2024.

Fiona Robinson
Ombudsman