

The complaint

Mr R complains that AWP P&C S.A (“AWP”) unfairly declined a claim he made on his warranty.

What happened

Mr R held a vehicle warranty and made a claim on it for replacement of his vehicle’s battery. The claim was declined, with AWP saying the warranty didn’t cover batteries. Mr R complained to AWP.

In its response, AWP said not everything could be covered under a warranty, and batteries were specifically excluded under Mr R’s warranty terms and conditions. So it maintained its position regarding declinature of the claim.

Mr R didn’t accept AWP’s response, so he referred his complaint to this service. Our Investigator considered the matter, but didn’t think the complaint should be upheld. He said that AWP had fairly relied on a valid exclusion in the policy to decline the claim.

Because Mr R didn’t agree with our Investigator, the complaint has now been passed to me to decide.

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.

Having done so, I’ve decided not to uphold this complaint. I’ll explain why.

When making a claim under a policy, it’s for the consumer to show that a valid claim arises, and if the warranty provider wishes to decline the claim, it’s for the warranty provider to show that a valid exclusion applies.

In this case, the warranty terms mention, under “what is not covered?” the following items: “Battery, BMW i3 and BMW i8 high voltage and auxiliary batteries, external connectivity charging cables, external recharging station”. This means that a consumer won’t be able to claim for those items under the warranty.

I appreciate what Mr R has said, that he understood the first word “Battery” on the list to refer to the 12-volt battery, and those that were specified. And he did not get a satisfactory response when he asked why the other types of battery were listed if the first word included them all. But I don’t consider this to be misleading, as I think the policy includes other types of battery and gives further detail in case the word “battery” would not include everything which performs the function of a battery, or everything which the warranty did not intend to cover.

The word “Battery” is included at the start of a list – in which the various items are separated by commas. I therefore think a reasonable interpretation of this part of the policy is that it would not cover everything on that list, including batteries.

It follows therefore that I consider AWP has relied on a valid exclusion in the warranty, as the warranty doesn't cover batteries, so its declination of Mr R's claim is fair and reasonable.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 28 September 2024.

Ifrah Malik
Ombudsman