

## **The complaint**

Mr W complains about Accredited Insurance (Europe) Ltd ('Accredited')'s handling of his car insurance claim.

All references to Accredited also include its appointed agents.

## **What happened**

Below is intended to be a summary of the key events that form this complaint and does not therefore include a full timeline or list every point that has been made.

In summary Mr W is unhappy Accredited has maintained its decision decline his claim following a further inspection of his vehicle.

Mr W doesn't agree with the findings of the inspection and feels between the initial incident and the Accredited's further inspection, the vehicle's condition has depreciated. Mr W is unhappy another further inspection wasn't carried out and that Accredited didn't help with issues he experienced with the company storing his vehicle (who I shall refer to where necessary below as 'S').

### *The scope of my decision*

Our service previously considered a complaint brought to us by Mr W regarding the claim. Accredited provided a final response to this complaint in June 2020. In my decision I won't be commenting on any of the events or issues that formed part of this complaint, including the original reason Accredited declined the claim and any evidence it relied on at the time in doing so.

This decision focusses on events following Accredited's final response letter of June 2020 up until the date Mr W brought this complaint to our service in April 2023. Any reference to events or information outside of this date is purely for the context of addressing this complaint.

## **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 know Mr W feels strongly about what's happened and I want to assure him that I've considered everything he's said very carefully. However, my role as an ombudsman is to decide how a complaint should be resolved, quickly and informally.

That means I will focus my investigation and decision on what I consider the crux of the issue to be. I don't intend to comment on everything Mr W has said or asked, unless I consider it relevant to the decision I need to make. But I can confirm I have thoroughly read and considered all the evidence presented by both parties

Having done so, I'm not upholding the complaint. I'll explain why.

The policy provides cover when an insured event occurs. In the case of Mr W's policy it sets out that it covers damage to, or loss of, a vehicle caused by:

*"... damage to or loss of the Vehicle and Accessories caused by accidental or malicious damage, vandalism, damage from flood, fire, lightning, explosion, self-ignition, theft or attempted theft."*

The policy also sets out that it excludes cover from wear and tear, gradual deterioration and a failure or breakdown of mechanical and electrical equipment.

I can see that the initial incident leading to the original claim was due to Mr W's engine cutting out while he was at traffic lights. Accredited declined the claim as it said mechanical breakdown wasn't covered and had been caused by deterioration, wear and tear or a lack of upkeep to the vehicle.

Accredited have provided a report of a further inspection of the vehicle carried out around July 2021 along with further comments. Mr W has also provided further evidence of an inspection from a mobile mechanic in July 2022.

The report from July 2021 sets out the injectors were leaking pressure and fuel which they believed to be the cause of the breakdown, smoke and smell. It commented that while turning the engine over fuel would leak out onto the engine causing the smoke and vapour smell.

The mobile mechanic said:

*"Attended and found... air intake tunnel missing and no seal at bonnet above injectors, leaving open area above injectors allowing rainwater in, tested water on bonnet vents and confirm water landing on injectors, advise new air intake tunnel fitted to prevent and wiring at injectors showing signs of corrosion"*

Having reviewed these, I'm more persuaded by the report provided by Accredited

Accredited's report is detailed with several photos showing the general condition of the vehicle as a whole to be poor. Accredited has further noted other issues with the vehicle that are age or wear and tear related - such as concerns about the timing belt. While I consider the vehicle had been in storage with S for some time, I'm not persuaded some of the issues highlighted with the condition of the other parts of the vehicle are attributable to this. And I think this highlights the general condition of the vehicle at the time of the original incident was more than likely than not, poor.

While the mobile mechanic has commented on what they visually inspected they haven't set out any detail regarding what they believe caused the issues. And I've not seen anything from what they've said that persuades me what Accredited have said is obviously wrong.

And so, I think it's more likely the issues with the injectors and the cause of the issues leading to claim are consistent with wear and tear or a lack of maintenance as described by Accredited. So, I don't think Accredited have acted unfairly in declining the claim as wear and tear isn't an insured event under the terms and conditions of the policy.

After the report of July 2021 was issued, Mr W said he requested for further inspections as he wasn't satisfied with the content of the report or its findings. I can see the possibility of this was discussed between one of Accredited's agents. But after referring back to its assessor Accredited determined it had inspected all of the issues required and wouldn't be taking in further action. But as I've set out above, I think Accredited have acted fairly in declining the claim, so I'm not persuaded it needed to take any further action.

### *Issues with S*

Mr W is unhappy Accredited didn't help with issues with S – who have been storing the vehicle. Mr W has pointed out that he has comprehensive cover, and Accredited didn't arrange to move the vehicle from S to another storage facility or intervene and assist when S indicated it could take legal action against him. Mr W has received bills from S which he doesn't feel he should pay.

While comprehensive cover is a higher level of cover than say third party, it won't cover every single eventuality, and as I've set out that Accredited have fairly declined the claim, this also means that I think it is fair to decline to cover associated costs and storage fees.

Mr W said he had legal expenses cover so he expected Accredited to assist where S made threats of legal action.

I haven't seen this was ever raised as an issue previously. So, I won't be commenting on this specific point further. This is something Mr W would need to be refer to Accredited in the first instance, and if he is not satisfied with its response, he may consider referring a further complaint to this service.

### **My final decision**

My final decision is that I do not uphold Mr W's complaint.

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

Michael Baronti  
**Ombudsman**