

## **The complaint**

Miss M complains about how U K Insurance Limited trading as Direct Line (UKIL) dealt with a claim on her motor insurance after her car was vandalised.

## **What happened**

Miss M had motor insurance with UKIL. Her car was vandalised and the fuel cap was removed and stolen. Shortly after this the car broke down and Miss M says two mechanics were unable to find any obvious mechanical reasons for this. Miss M contacted UKIL to see if she could make a claim as she says it was suspected that something was put in the fuel when the car was vandalised. UKIL arranged for the car to be taken to a garage. Unfortunately this garage was unable to carry out the necessary tests to the fuel, so UKIL arranged for the car to be inspected at the main dealership. Miss M says UKIL didn't tell the dealership what was needed so the correct fuel tests weren't done. UKIL declined the claim saying the problems were caused by wear and tear and not by the vandalism. Miss M also says there was a lack of communication from UKIL and she had to keep chasing things up.

Miss M wasn't happy about this and complained to UKIL. UKIL said the dealership, its claims team and an engineer all confirmed the issues with the vehicle weren't as a result of the vandalism and from their inspections and professional opinions the faults were wear and tear due to the vehicle age and general road use. UKIL said wear and tear wasn't covered under Miss M's policy. UKIL offered to review this further if Miss M provided her own independent report which confirmed the issues are indeed the result of the vandalism.

UKIL accepted that the claim could have been handled better with much more communication with both Miss M and the dealership. UKIL apologised and paid Miss M £100 compensation.

Miss M wasn't happy with UKIL's response and complained to this service. Our investigator didn't uphold her complaint. He said although UKIL did make some mistakes at the start of the claim, he thought it did what it should have done to get an independent assessment of the cause of the problem with the car. Once they had this assessment that the problem was the result of wear and tear, he thought UKIL applied the wear and tear exclusion of the policy fairly. He said UKIL was right to acknowledge the service issues with Miss M's claim in its final response to her complaint, and £100 was a fair amount of compensation.

Miss M wasn't happy with what the investigator said so the complaint has been passed to me. Miss M wants UKIL to pay out on the claim.

## **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 don't uphold Miss M's complaint. I'll explain why.

Firstly it's important to say that it's not my role to decide on the cause of the problem with

Miss M's car. My role is to decide whether UKIL dealt with the claim fairly and reasonably.

Miss M's insurance policy documents said:

*"Losses we don't cover*

*... Wear and tear*

*X We won't cover any loss or damage caused by general wear and tear or depreciation."*

This is a common term in insurance policies and one which this service will usually consider to be fair and reasonable. However we will also look at whether the business applied the exclusion fairly and reasonably.

UKIL received a report from the main dealership which didn't directly refer to any fuel tests. So UKIL called the dealership. UKIL has provided a recording of that call to this service. In the call the dealership advised UKIL that the injectors had failed which had happened over time and caused the issue with the vehicle. The dealership advised that there was no sign of vandalism and the fuel was tested and nothing was found other than petrol. The dealership said Miss M was advised that it was wear and tear.

Miss M hasn't provided any expert opinion or report that contradicts this. So I think it was fair and reasonable for UKIL to rely on the information from the dealership and its own engineer's expert opinion to decline the claim on the basis that wear and tear wasn't covered by Miss M's policy

I can see that there were some issues with communication between UKIL and Miss M and UKIL and the garage, and UKIL didn't progress things as quickly as it might have done. However UKIL has paid Miss M £100 in recognition of this and I think this is fair and reasonable and in line with what this service would suggest.

### **My final decision**

For the reasons given up I don't uphold Miss M's complaint. So I won't be asking U K Insurance Limited trading as Direct Line to do anything.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 27 November 2024.

Sarah Baalham  
**Ombudsman**