

## The complaint

Mr B complains that One Insurance Limited ('One') declined a claim he made on his car insurance policy.

## What happened

Mr B says while towing his caravan his car engine caught fire, which he was able to extinguish. Following this, the car was recovered and then taken to a local garage, where some repairs were carried out.

Mr B submitted a claim to One, but it decided to decline it. So, Mr B made a complaint. One provided a final response in August 2024 in which it maintained its decision to decline the claim saying there was no indication the damage had been caused by fire and instead the damage appeared to be mechanical – which wasn't covered by the policy.

Our investigator didn't think One had acted fairly. In summary, she said the initial repair invoice Mr B provided didn't provide much detail on the repair work. But Mr B had since provided a more detailed invoice which indicated there was fire damage to the car. And although she thought photos One had provided didn't show fire damage, she was more persuaded by the invoice Mr B had provided. So, she said One should reimburse Mr B the costs he'd paid to have the fire damage repaired plus interest.

Because One didn't agree, the complaint was referred to me to decide. I issued a provisional decision not upholding the complaint, and I said:

*"I've begun by reviewing Mr B's policy terms. These say damage caused by fire is covered but mechanical failures are not. I've considered if there's evidence to show Mr B's car likely was damaged by fire.*

*I've been provided with a repair quote dated 10 July 2024. This gave a breakdown of what work was needed on the car – which included inspecting the car for fire damage, repairing accessible wiring in the engine bay and inspecting fuses and relays. This estimate doesn't provide any description of what caused the damage to the car.*

*I've also been provided with a repair invoice dated 10 July 2024 from the same garage. This gives a description of what repair work was carried out. This invoice says: "Recover vehicle from customer address and inspect for no start issue and fire damage to upper section of engine: wiring harness, injectors, turbo activator and engine cover."*

*I don't think either the quote or invoice explicitly say the car had been found to have fire damage. Both documents just say fire damage was being checked for.*

*One asked Mr B if he had any photos of the car to show the fire damage, but he said that he didn't.*

*I understand the repairs weren't completed in full by the original garage Mr B had the car taken to. So, the car was taken to another garage. One has provided copies of some emails*

*from this garage. In one of the emails, this garage says the car was taken there for a “non-start issue”, and the garage thought the car would be uneconomic to repair.*

*I can see One also asked this garage if it had any photos of the car, but it said it didn’t because the damage wasn’t cosmetic.*

*Looking at One’s claim notes, it arranged to have the car taken into storage in July 2024 and for some photos taken of it. One has provided copies of these photos. These include a photo with the front bonnet open showing the engine. I can’t see any obvious signs of fire damage on these photos.*

*It would be for Mr B to show an insured event has arisen, meaning he’d need to show that his car was damaged by fire. But I don’t think Mr B has provided enough to reasonably show his car likely had suffered fire damage.*

*Mr B hasn’t provided any photographic proof of fire damage, whereas the photos One has provided don’t show any obvious signs of fire damage. Mr B’s car was taken to two different garages, but other than one of the garages noting it was checking for fire damage, I’ve seen nothing to show either garage found any fire damage.*

*So, based on these points, I don’t think One unfairly declined the claim.”*

Mr B replied to say he thought that One should return the car to his address without charge. One replied saying Mr B hadn’t previously complained about the return of his vehicle.

### **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.

Because neither party has given me anything more to think about regarding the merits of this complaint, I see no reason to depart from the conclusion I reached in my provisional decision. So, I’ve decided not to uphold the complaint for the same reasons I set out in my provisional decision.

I acknowledge Mr B’s comments about the return of his car. But I can only consider anything which Mr B has already complained about directly to One. And since One has said it has no record of receiving a complaint from Mr B about the return of his car, and I haven’t seen anything to show otherwise, I won’t be able to make a finding on this point.

One has said that it’s willing to waive the usual fee to release the car to Mr B upon him contacting it to request this. If Mr B wishes to proceed with this, he should contact One directly. However, if there are any issues with the release of the vehicle, Mr B would be entitled to make a new complaint about this matter and can do so by first complaining directly to One.

### **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 B to accept or reject my decision before 12 May 2025.

Daniel Tinkler  
**Ombudsman**