

## **complaint**

Mr L is unhappy with UK Insurance Limited's ("UKI") handling of a claim under his motor insurance.

## **background**

Mr L made a claim under his policy for damage to the clutch on his car after he drove it through flood water.

Mr L says he was told by his local garage that water ingress could be the reason why the clutch was slipping but this would stop once the clutch had dried out. Mr L says the problem did stop briefly but then recurred and that's when he made the claim to UKI. It told him it was covered and it agreed to his specialist garage doing the repair.

However, a UKI engineer then did a short road test and said it wasn't covered. The engineer said that the damage wouldn't have been caused by flood water, as it was an off-road car designed to cope with such things. UKI said it was more likely to be a mechanical failure or that the clutch hadn't been fitted correctly.

Mr L thinks that this is the wrong decision. He says:

- he asked to speak to the engineer himself but only got a response after referring the matter to customer services. It took four days, during which time he had to instruct the garage to do the repair, as he needed the car.
- The engineer didn't investigate the damage properly and he's a direct employee of UKI.
- The clutch had only done 21k miles and would normally have a much longer life expectancy. Something must have therefore triggered it to fail and it's a reasonable assumption that the flood water was the trigger.
- There's no proof that water wasn't the cause of the damage.

UKI still didn't agree to replace the clutch but did accept there was a delay in getting back to Mr L. It therefore paid him £50 compensation for this.

One of our adjudicators initially upheld the complaint. He thought it was for UKI to prove that the clutch needed to be replaced due to some other cause other than water. He didn't think it had done enough to prove this.

UKI then said its engineer had spoken to the garage that replaced the clutch for Mr L and been told it hadn't been water damaged but had needed to be replaced because of excessive wear.

Following this, Mr L provided a written statement from the engineer that replaced the clutch. He said he hadn't seen any signs of water when replacing it but couldn't say that water wasn't the cause of the damage. He also said he wouldn't have expected the clutch to fail after only 21k miles.

As the adjudicator wasn't able to resolve the case, it's been passed to me.

## **my findings**

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 don't uphold it and will explain why.

The policy covers damage to the car but excludes damage caused by wear and tear or mechanical failure. Therefore UKI has to show that it's more likely the clutch was damaged due to wear or mechanical failure, rather than water.

UKI's engineer said this is the case because he wouldn't expect an off-road car such as Mr L's to be damaged by water, as it's designed for such use. There's apparently a drain hole to allow any water that gets into the clutch housing to drain away. He also said there was no sign that the water had been particularly deep or that the clutch and engine had been submerged in water. As far as I can see, Mr L hasn't said how deep the water was. I note, however, that he refers to it as flood water and disputes the repairer's job notes which said "clutch – driven through puddle".

I do find the engineer's comments persuasive, even though he didn't examine the clutch. And there isn't much to say that he was wrong.

Mr L says the clutch must have been damaged by the water, because it wasn't very old and the repairer said he couldn't rule out water as being the cause. But I don't think this is enough to say that UKI's engineer was wrong. There isn't much to say how much water got into the clutch and no evidence of water or water damage. Mr L's own garage also told him that any problems would stop once the water had dried out. Given this, and UKI's engineer's report, I think UKI has done enough to say it's more likely the damage was caused by something else that isn't covered under the policy.

Mr L has also referred to the fact that the engineer was directly employed by UKI but I don't think this means I can't rely on what he's said. I also don't think that the fact UKI initially said it would cover the damage means it's bound by this. It told Mr L that water damage would be covered but its engineer then said the damage wasn't caused by water.

## **my final decision**

I don't uphold this complaint against UK Insurance Limited. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 12 May 2016.

Harriet McCarthy  
**ombudsman**