

complaint

Mr J has complained about Pinnacle Insurance Plc. He isn't happy that it turned down a claim for an engine failure under his Extra care Warranty Insurance policy.

background

Mr J contacted Pinnacle to submit a claim when his engine failed. Pinnacle arranged for Mr J's car to be inspected by an independent repairer who said:

'In our opinion based on the visible evidence of cavitation damage most likely as a result of the oil failing to a depleted state at some point previously'

So Pinnacle declined Mr J's claim. It said that as there wasn't a sudden and unexpected failure that the claim wasn't covered. It relied on the following policy exclusion:

'Breakdown means the sudden and unexpected failure of a part arising from any permanent mechanical, electrical or electronic fault which causes the part to stop working, and means that it needs repairing or replacing before it will work properly'.

As Mr J didn't agree Pinnacle had the vehicle inspected by a different company. It suggested that the *'interruption in the lubrication would have been due to the engine having operated with low levels of lubrication, rather than the actual pump failure'*. So Pinnacle maintained its position.

Mr J instructed a friend, who is an engineer, to consider the issue. He suggested that *'the cause must be down to some failure which caused oil pressure to fall '*. Mr J also gained evidence that his vehicle hadn't been low on oil by providing an engine control unit (ECU) report.

Our adjudicator considered Mr J's complaint but didn't uphold it. He thought that all three reports showed the failure was related to depleted oil; either because oil hadn't reached sensitive areas or because of lack of oil pressure. He was therefore satisfied that the business had acted in line with the policy terms and conditions and its decision to decline Mr J's claim was fair and reasonable.

As Mr J didn't agree the matter has been passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Although Mr J says that the failure was a sudden and unexpected failure, he has failed to provide sufficient evidence to support his position.

I believe all three reports confirm that the failure was developing over a period of time. I appreciate that Mr J has an ECU report to show the engine was not starved of oil. But that still doesn't show that the oil was reaching sensitive areas or that the engine was lacking oil pressure.

Mr J's engineer has also suggested that the cause of the failing must have been down to another failure, causing the oil pressure to fall. But the engineer hasn't confirmed what that problem was or could be. This evidence doesn't prove that there wasn't a sudden and unexpected failure.

As such, I am satisfied that Pinnacle's decision was in line with the policy terms and conditions. I can't conclude that it has acted unreasonably when it has instructed two separate engineers which support the position it has taken.

my final decision

It follows, for the reasons given above, that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to Mr J to accept or reject my decision before 13 November 2015.

Colin Keegan
ombudsman