

complaint

Mrs B had a motor breakdown policy through U K Insurance Limited ("UKI"). She says its engineer was negligent when the car broke down abroad.

background

Mrs B's car lost power at speed and kept doing so. After around five miles she called for assistance. The local engineer who responded said the problem was that on Mrs B's model of car diesel couldn't get through the fuel pump properly when it was cold. Mrs B asked him if mis-fuelling could have caused the problem. He said no to that, but didn't check. Mrs B drove the car for a further 12 hours home. She found the problem was mis-fuelling. The fuel system had to be replaced. Mrs B had to claim on her motor insurance policy to cover that. She wants UKI to reimburse the policy excess and an £80 diagnosis charge by the garage.

Our adjudicator thought it wasn't unreasonable for the engineer to have diagnosed the fault as he did based on the facts he was given. He wasn't sure what discussion took place about mis-fuelling, but noted that the breakdown policy didn't cover it. He thought Mrs B would have made a claim on her insurance policy anyway. The adjudicator considered UKI wasn't responsible for the initial cause of the damage. He thought it was hard to say what further damage happened when Mrs B drove home.

Mrs B disagreed with the adjudicator's view. She said she could produce witness statements to show the engineer didn't make any attempt to check the fuel. She also said the policy did include cover for mis-fuelling. She didn't accept that driving on for 12 hours hadn't made the damage worse.

As there was no agreement, the complaint was passed to me for review.

my findings

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

I think the adjudicator made a fair point when he pointed out that we don't know what was said when Mrs B and the engineer spoke. There's no independent evidence and it's hard to conclude he was negligent based on the information I've seen.

I think the engineer's likely to have been guided by the symptoms Mrs B described. She said the car kept losing power. Whilst that's a sign of mis-fuelling, it could also be a sign of other problems, including the one he identified. Mrs B hasn't mentioned any of the other common signs of mis-fuelling. They vary, but include taking time to start the engine, smoke emissions and engine mis-firing. It also depends how much of the wrong fuel's present.

Mrs B hasn't produced any evidence that the engineer was asked to check the fuel. I can't simply assume that was the case. I think most consumers who suspected they may have mis-fuelled a car would have *insisted* on such a check. Mrs B hasn't said she did. I think it would be very unusual for an engineer, informed of possible mis-fuelling and pressed to check it out, to refuse to do so. There'd be no benefit to him in doing that, especially if the customer proved to be correct. Overall, I can't conclude the engineer was negligent.

I accept that the damage to the engine is very likely to have been significantly worse when the car was driven on for a further 12 hours. I think it's surprising the car remained driveable

for that length of time. However, this point isn't relevant if Mrs B can't show the engineer was to blame.

Had the problem been diagnosed as mis-fuelling in the first place, it seems Mrs B's breakdown policy didn't cover it. UKI says it didn't because Mrs B had an older policy. Mrs B hasn't provided us with anything to show that's not the case, despite requests. Without that cover she'd have had to pay for the system to be drained, plus any damage that might already have occurred to be fixed. Depending on the cost of that, Mrs B might well have claimed for it on her motor insurance policy. In that case she'd have had to pay the policy excess anyway.

It must have been extremely frustrating and annoying when Mrs B realised she'd mis-fuelled the car, especially given the cost of the damage to it. Unfortunately, based on the information available to me, I can't conclude that UKI's been unreasonable in not reimbursing her for the costs she seeks.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 30 October 2015.

Susan Ewins
ombudsman