

## **complaint**

Mr R's unhappy that after his car broke down RAC Insurance Limited has declined his claim under a garage parts and labour section of his motor breakdown insurance policy. He wants the mechanical costs to be covered and a refund of all his hire car costs.

## **background**

Our investigator felt this complaint shouldn't be upheld. She said:

- She has to consider if RAC has applied the terms of Mr R's policy correctly and fairly.
- Here his policy explains Mr R will not be covered for any part "*which has failed due to it reaching the end of its normal working life*". And a dual mass flywheel isn't covered under the policy.
- When Mr R's car broke down it was taken to a garage. It noticed the dual mass flywheel had hot spots on it. It said this was consistent with the clutch being lifted too fast. Mr R doesn't think this is right. But an independent report obtained by RAC says the dual mass flywheel has come to the end of its normal working life due to its age and the car's mileage. The report also says there's no evidence of any abnormal driver technique or harsh usage.
- Based on this it's more likely that the problem with Mr R's car is that the dual mass flywheel has failed because it's reached the end of its normal working life. And this isn't covered under the RAC policy.
- Under the policy Mr R is entitled to a hire car for three days. RAC says he has used one for that period. But as RAC hasn't done anything wrong it shouldn't have to pay any more hire car costs.

Mr R doesn't agree and has asked for an ombudsman review. In summary he says the first response from the mechanic didn't mention anything about wear and tear issues in his car. RAC said the issue was a result of poor driving technique and it never mentioned fly wheel problems. The independent inspection doesn't say clearly that fly wheel issues caused the problem. He'd had the car serviced and MOT'ed 10 days before this incident and no problem was reported. And the independent inspector says a fly wheel can go for 120,000 miles. He understands the original problem was a mechanical problem rather than a fly wheel problem which affected the clutch.

## **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 agree with the investigator's conclusions for the same reasons.

Various causes and explanations have been suggested for the problems with and failure of the parts in Mr R's car. The fact Mr R's car was recently serviced and had an MOT doesn't necessarily mean that the problems here would've been identified or that they weren't present and developing at that time. And Mr R's car had covered almost 71,500 miles by the time the issues became apparent.

A report has been obtained by RAC from an independent engineer. I think it's reasonable to rely upon his expert opinion. He says:

*“Clutch and dual mass flywheels have a limited life expectancy of between 60'000-miles and 120'000-miles. Clearly the type of usage the vehicle has been subjected to and the operators driving technique can had (sic) an adverse affect on these figures in some cases although in our opinion the vehicles mileage being between this threshold is consistent with the components simply reaching the end of their serviceable lifetime with no evidence of any abnormal driver technique or harsh usage that may have induced such a condition.*

*We would conclude based on the visible evidence that the conditions have become apparent as a result of the dual mass flywheel reaching the end of its serviceable lifetime. This would not be uncommon given the vehicles age and recorded mileage and cannot be considered premature.”*

Mr R's policy schedule and booklet clearly set out that the policy generally excludes parts that have reached the end of their normal working life and also excludes some specific named parts. One of the excluded parts named is the dual mass flywheel.

Given the independent expert engineer's comments I think RAC has acted fairly and reasonably, and in line with the policy terms, by declining Mr R's claim for the dual mass flywheel. Not only has it clearly reached the end of its normal working life but it's also a named excluded part.

I also think RAC has complied with the policy terms by providing Mr R with a hire car for three days.

Taking everything into account I don't think I can fairly or reasonably require RAC to do anything more than it's already done. And I don't see any compelling reason to change the proposed outcome in this case.

### **my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 11 September 2017.

Stephen Cooper  
**ombudsman**