

complaint

Mr B is unhappy Tradewise Insurance Company Limited has turned down a claim he made for damage to his car after he put the wrong fuel in it.

background

Last year Mr B says he put petrol in his diesel car which resulted in significant damage to the engine. He says he only realised he'd misfuelled the car when he was told that by the garage it had been recovered to. He made a claim on his motor insurance policy. Tradewise arranged an independent inspection.

This found the car had suffered mechanical failure (which wasn't covered by the policy) and not damage from mis-fuelling. It said if the car had been filled with petrol the engine would have stopped running within a few miles but Mr B said he'd driven it for 40-50 miles. It also noted the car was fitted with a device which was supposed to prevent mis-fuelling. Its engineer said the fuel smelt of diesel and the garage technician who'd been working on the car didn't know anything about it being mis-fuelled. In addition Mr B had provided a photograph showing a sample of fuel from his car and this hadn't separated – which would be expected if it contained both petrol and diesel.

In response Mr B provided an expert opinion which concluded the pump in the car had seized up (and that had led to engine failure). And the cause of that was lack of lubricant which was caused by mis-fuelling. The expert said it was possible to mis-fuel a car even with the device that should prevent this. And Mr B said having reviewed matters he now thought he'd only driven around eight miles after the mis-fuelling took place.

Our investigator didn't think Tradewise had acted unfairly. He noted some inconsistencies in what Mr B had said and noted the independent inspection found the car had suffered a mechanical failure. Mr B didn't agree. So I need to reach a final decision.

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 appreciate Mr B is unhappy Tradewise won't pay for the significant work that's required to his car. But I don't think it's treated him unfairly in turning down his claim. I'll explain why:

- It's not in dispute that the engine of Mr B's car has suffered significant damage. And his policy doesn't provide cover for damage where this results from wear and tear or mechanical breakdown. But mis-fuelling isn't excluded from cover under his policy. So I

think the key issue here is whether the damage to the engine was caused by mis-fuelling or something else;

- Mr B says the garage where his car was recovered to told him it had been mis-fuelled. But it's not clear what work was carried out to reach that view - the garage technician doesn't appear to have been aware of this issue and the repair estimate from the garage makes clear this is an initial diagnosis. The photograph Mr B provided of fuel from his car doesn't provide clear evidence of mis-fuelling either. And although Mr B said a receipt from the time showed the car had been filled with petrol unfortunately he hasn't kept this;

- In addition it's not in dispute that Mr B's car is fitted with a device that should prevent mis-fuelling. I appreciate that, as the expert has argued, it may still be possible to put the wrong fuel in the car but it seems to be agreed that doing so would take significantly longer than usual due to the very slow fill rate. Mr B doesn't appear to have noticed any issue with this when filling up his car and I think it's likely he would have done if he'd been using the wrong fuel;
- And the independent engineer's concluded the problem hadn't resulted from fuel contamination but had been caused by mechanical failure. That doesn't appear unreasonable given the car had covered around 120,000 miles when the problem occurred. There's also some online evidence to suggest that cars like Mr B's are particularly prone to the problem which occurred in this case;
- The expert report says that lack of lubricant (as a result of mis-fuelling) has caused the problem to occur. That's possible but I'm also conscious of the fact the report appears to be a desk top study from the paper evidence rather than being based on an actual inspection of the car. So I don't think I can rely on it as showing what actually happened in this case;
- In addition there do appear to be some inconsistencies in the information Mr B provided to Tradewise. For example I've listened to his initial call when he reported the incident. During that Mr B said on three separate occasions that the misfuelling had taken place on a Sunday but the car hadn't broken down until the following day after he'd made a number of journeys in it. However, he's now said the car broke down soon after leaving the petrol station on Sunday evening. I appreciate Mr B may have become confused about the sequence of events but I think that does make it harder to rely on his recollection of what happened.

Taking all of the evidence into account I think it's more likely the damage to Mr B's car wasn't caused by misfuelling but was caused by an issue which is excluded from cover by his policy. Because of that I don't think Tradewise has acted unfairly in turning down his claim.

my final decision

I've decided not to 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 17 July 2017.

James Park
ombudsman