

The complaint

Mrs H complains that U K Insurance Limited (“UKI”) said it wouldn’t cover her claim on her car insurance policy.

What happened

Mrs H had a motor insurance policy with UKI covering her car.

In summer 2023 she noticed that the interior of her car had become wet, and some warning lights appeared on the dashboard. She took her car to a main dealer which inspected it.

The main dealer said it thought a drain hole from the sunroof had become blocked, leading to water leaking into Mrs H’s car. She reported the damage to UKI and made a claim.

UKI initially said that it would cover the damage. It later said this information was wrong and the damage wouldn’t be covered as it was excluded from the policy under the ‘wear and tear’ part of its policy wording. It apologised for the wrong information it’d given Mrs H and paid her £50 compensation.

As Mrs H remained unhappy, she brought her complaint to this service. Our investigator looked into it and said she thought it wouldn’t be upheld. UKI had reasonably shown the cause of the damage wasn’t covered and Mrs H hadn’t shown that the damage was covered under the policy.

Mrs H didn’t agree with the view. She asks that UKI pays her claim.

Because she didn’t agree, Mrs H’s complaint has been passed to me to make a final decision.

What I’ve decided – and why

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

I know my decision will disappoint Mrs H but I’m not upholding her complaint. I’ll explain why.

When Mrs H had her car inspected by the main dealer, the report provided by it said “...no guarantee, but it’s likely the blocked drain that caused the water to enter the car.”

UKI said because the drainage hole was blocked by dirt, this was a result of wear and tear.

Its policy says:

“Losses we don’t cover:

Wear and tear- we won’t cover any loss or damage caused by general wear and tear or depreciation.”

I can see that Mrs H has provided this service with a range of hypothetical situations she thinks would mean that the water damage to the interior of her would be covered. But I'd remind her that those examples don't seem to include the case of how the damage seems to have happened to her car. UKI considered her claim on the facts it had.

She also talks about how UKI say its policy covers 'accidental damage' and what this might mean in a dictionary definition.

I've read the appropriate parts of the policy wording and thought about this carefully. UKI's policy does cover damage that is accidentally caused, but it also specifically excludes damage caused by wear and tear. And in this case, what that means is the damage seems to have been caused by water ingress caused by the blocked drain. The report from the main dealer, which was obtained by Mrs H rather than UKI, seems to confirm this.

So what that means is that it's likely the drainage channel from the sunroof wasn't kept clear, which is why UKI has used a 'wear and tear' exclusion to reject Mrs H's claim.

I can understand Mrs H's frustration with UKI's decision to reject her claim. UKI told her it would have the car inspected and it would be examined by its own choice of repairer and I can see Mrs H isn't happy about UKI's procedures and processes having told her what it was going to do.

But the report from the main dealer confirms the likely cause of the problem. So I don't think it was necessary of UKI to further inspect the car. It's reasonably shown the exclusion applies, and if Mrs H wants to have her claim paid then she'd need to show that the cover exists. When a policyholder wants to do this, I'd reasonably expect to see a report from a main dealer or other expert saying what the cause was. And as I've said in this case, that report already exists and forms part of the evidence.

It follows that I don't think UKI has acted unfairly in how it's rejected Mrs H's claim.

My final decision

For the reasons set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 18 June 2024.

Richard Sowden
Ombudsman