

The complaint

Mr R complains that Sabre Insurance Company Limited is responsible for damage to his car in connection with a claim on his motor insurance policy.

What happened

The subject matter of the claim and the complaint is a diesel engined van, first registered in 2011.

For the year from late September 2022, Mr R had the van insured on a comprehensive policy with Sabre.

In early October 2022, the van passed an MOT test with a recorded mileage of about 119,000.

In mid-October 2022, Mr R reported to Sabre that there was some bodywork damage to the van. Sabre later appointed a repairer.

On about 17 January 2023, the repairer collected the van and delivered a courtesy car.

On about 18 January 2023, the repairer contacted Mr R to say the van wouldn't start and there was a smell of petrol.

On about 19 January 2023, a roadside assistance company confirmed that there was petrol in the fuel system. It drained the system at a cost of about £250.00.

On about 20 January 2023, the repairer returned the van to Mr R and collected the courtesy car.

On about 24 January 2023, Mr R complained that the repairer had been responsible for the mis-fuelling.

Much of the complaint concerns the acts or omissions of the repairer. Insofar as I hold Sabre responsible for them, I may refer to them as acts or omissions of Sabre.

By two different versions of a final response dated early February 2023, Sabre turned down the complaint.

Mr R paid a garage to do further mechanical repairs to get the van back in use.

Mr R brought his complaint to us in late February 2023.

Our investigator didn't recommend that the complaint should be upheld. He didn't think there was enough evidence to show that the repairer mis-fuelled the van.

Mr R disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Sabre sent his vehicle to a repairer with many negative reviews online.
- He knows his vehicle, having owned it for a number of years. He didn't mis-fuel it.
- He has provided the receipt and bank statement showing his final fuel purchase on Thursday 12 January 2023.
- There were absolutely no issues regarding the vehicle.
- The van had been driven approximately 15 miles after the final fuel and before the repairer collected it.
- The repairer sent a driver to collect the van from his home address. The temperature was below freezing. The driver didn't contact him before driving off in the van.
- After the 12-mile drive to the repairer's workshop, the repairer didn't contact him about any problem starting or driving the van.
- Mechanics have told him that it isn't possible to drive the van after it had been mis-fuelled.
- Whilst in the care of the repairer, there was unauthorised use of his vehicle, which has then been mis-fuelled.
- The repairer's initial phone call raised his suspicions. Mis-fuelling wouldn't be the first thing a garage would check.
- The repairer returned his vehicle without the bodywork repaired. Sabre hasn't offered an alternative repairer.

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.

The policy terms included the following:

"12) Misfuelling

This policy does not provide cover for replacing parts that have been contaminated or damaged as a result of putting the incorrect fuel in your vehicle or failing to keep the correct amount of lubricant in your vehicle or loss or damage to the vehicle caused by an inappropriate type or grade of fuel being used."

So I don't consider that the policy covered mis-fuelling.

I've seen a statement of insurance document dated September 2022. It includes the information that – in addition to the van - Mr R owned and drove another vehicle.

I haven't seen enough evidence to show that Sabre's choice of repairer was unfair to Mr R.

I accept that Mr R bought some diesel on 12 January 2023.

From what he and Sabre have each said, the van's fuel tank was full or nearly full on 17 January 2023. The repairer only needed to drive it for a few miles.

Mr R hasn't shown us enough engineering evidence to show that if the van had already been mis-fuelled, it couldn't have been driven from his home to the repairer. The repairer later said that the van did not drive well. I find that consistent with mis-fuelling before the collection on 17 January 2023.

I don't infer anything from the repairer's lack of contact with Mr R on 17 January 2023.

When the van wouldn't start, the repairer suspected mis-fuelling and contacted Mr R on the morning of 18 January 2023. I don't consider that the repairer was too quick to smell petrol.

Mr R hasn't provided enough evidence to support his claim that the repairer allowed unauthorised use of the van between the mornings of 17 and 18 January 2023. In any event, I find it unlikely that the repairer had any reason to put any fuel in the van.

So I'm not persuaded that Sabre is responsible for the mis-fuelling. I don't find it fair and reasonable to direct Sabre to pay Mr R anything for the consequences of the mis-fuelling including the cost of draining the tank, the cost of subsequent mechanical repairs, the loss of use of the van, or his distress and inconvenience.

From what Mr R has said and from Sabre's file, I find that Sabre and the repairer had expressed willingness to repair the October 2022 bodywork damage. So I don't consider it fair and reasonable to direct Sabre to appoint an alternative repairer.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Sabre Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 7 September 2023.

Christopher Gilbert
Ombudsman