

The complaint

Mr D complains that Admiral Insurance Company Limited caused additional damage to his vehicle whilst it was under its control.

For ease, any reference to Admiral also includes its agents.

What happened

When abroad on holiday during the summer of 2019, Mr D's vehicle caught fire. His motor insurance policy included cover for his vehicle whilst abroad and so he contacted Admiral. Mr D made arrangements for his car to be taken to a local garage to be inspected. After initial inspections were completed, Admiral arranged for the vehicle to be repatriated to the UK. The car was then held in a yard in the UK belonging to the recovery agent for a further couple of weeks before it was recovered to an address requested by Mr D.

Mr D contacted Admiral when his car was returned to say that the front bumper had been damaged. He provided photos to show the damage to the vehicle. Admiral looked into his complaint and said that the photos showed chips and scuffs to the bumper, but that there wasn't any evidence that these were caused by the agents who recovered his vehicle to the UK. It did, however, agree to issue a goodwill payment of £200 towards the painting of the chips on the bumper.

Mr D said this amount would not cover the full cost of the repair and so, unhappy with this outcome, he brought the complaint to this service. Our investigator said the complaint should be upheld. She said Admiral hadn't been able to evidence the condition of the vehicle before it took it into its possession. She referred to a check sheet completed when the vehicle was collected abroad and said this didn't detail any damage to the bumper.

Admiral disagreed with our investigator. It stood by its original view that there wasn't any evidence that the damage had been caused during the repatriation. It also said that the damage wasn't noted on the return sheet which was signed by the person who accepted the car.

As no agreement could be reached the complaint has been passed to me to decide.

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.

And where evidence is inconclusive or incomplete, I have reached my decision on the balance of probabilities – this means I have determined what I consider is more likely to have happened, based on all the evidence that is available and the wider surrounding circumstances.

Mr D says his car has incurred damage that wasn't in existence when he last saw the vehicle when abroad and so understandably, he wants to be reimbursed for the cost to repair the

bumper. What I need to decide is whether the damage is more likely to have occurred when it was in the possession of Admiral's agents from the time it was collected from the garage abroad, until it was returned to Mr D.

Admiral have argued that there are no check sheets from either the overseas recovery agent who took the car to the local garage, or from the garage itself when it received the vehicle. So it says Mr D doesn't have evidence that the damage didn't occur during this time. Whilst there are no documents from the overseas companies, Mr D has provided photographs of the vehicle at different points throughout this period of time. And Admiral has also supplied some pictures when the vehicle was in its possession.

The photos I've seen from Mr D show the car at the roadside, just after he had pulled over and also some of the vehicle at a garage – which would be the overseas garage where the vehicle was taken. Admiral has provided photographs of the car when it was being held in the UK before being delivered back to Mr D. Whilst some of the photos are not particularly clear, there does seem to be more damage to the bumper either side of the car registration plate than what is visible on the pictures taken at the roadside and at the overseas garage. I'm satisfied that there is additional damage to the bumper, and this occurred at some point after the pictures were taken at the garage abroad – so this didn't happen during the initial recovery overseas. And it therefore seems more likely that this damage occurred during the repatriation of the car to the UK.

Admiral has said the vehicle was held in storage by the overseas garage for quite some time before the recovery took place. So, it says the damage to the bumper could have occurred during this time. I agree this is possible, however, if this was the case I would have expected the recovery agent to have recorded this damage to the vehicle at the time of collection. The collection check sheet Admiral has sent us doesn't detail any damage to the front bumper. Admiral has told us it considers this type of damage to be wear and tear from general road use and therefore not something that would be marked on the form at collection. It is Admiral's choice what it asks its agents to mark on the form but, by not including such detail, it means Admiral cannot show that the damage was in existence prior to the collection of the vehicle.

Another point that Admiral has raised is that the delivery notice signed when Mr D took possession of his vehicle doesn't detail this damage. Mr D has said that the form wasn't signed by him but by the person at the address where he had asked for the vehicle to be taken. However, he has said he was also there and that he did tell the recovery agent about the damage. I've thought about this carefully and whilst I can understand Admiral's comments on this issue, it is clear from the claim notes it has provided that Mr D was in contact with Admiral not long after the vehicle had been delivered to report the damage – so I'm not persuaded the fact it wasn't put on the form at the time makes a difference to my outcome.

Putting things right

Admiral Insurance Company Limited need to do the following;

- Pay the cost to repair the front bumper (Admiral can deduct from this payment the sum of £200 which it has already paid to Mr D);
- If Mr D has already paid for the repairs to be completed, Admiral should include interest at the rate of 8% from the date he paid it until it makes its settlement.

My final decision

For the reasons stated, I uphold this complaint.

I require Admiral Insurance Company Limited to put things right as detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 3 December 2020.

Jenny Giles
Ombudsman