

## **The complaint**

Miss C complains that Watford Insurance Company Europe Limited (“WIC”) has unfairly handled a claim under her car insurance policy.

Any reference to Miss C or WIC includes respective agents or representatives.

## **What happened**

The background of this complaint is well known between parties, so I’ve summarised events.

- Miss C made a claim under her WIC car insurance policy following an incident. This had caused damage to the driver’s side of her vehicle.
- The claim was accepted by WIC, the car collected, then later returned by WIC’s salvage agent (Company C).
- Miss C complained about the condition of the car. She said it had been damaged on the passenger side where it had previously been without issue. She provided images from the day it was returned, which she said showed scratches and a dent that wasn’t there prior. Specifically she outlined scratches to the passenger wing mirror, back passenger door panel, above the wheels, and two separate dents.
- On 3 April 2023 WIC issued its final response letter. It said:
  - Company C had sent images taken when it took possession of Miss C’s vehicle. And it said within 40 minutes of arrival it completed an engineer’s report which highlighted scratches and dents on the vehicle. So Company C was clear it didn’t believe it was responsible for any damage.
  - WIC’s own engineer also reviewed photos prior to the vehicle being collected and concluded the dent and scratches were already present before it was collected by Company C.
- Our Investigator looked into things and didn’t uphold the complaint, saying Company C’s report and images support that there were scratches on the passenger side of Miss C’s vehicle after collection. And this was reflected by a photo taken on Miss C’s driveway prior to collection which highlighted the dent. She was persuaded by WIC’s engineer’s comments that scratches surrounding the dent were likely pre-existing. She also said she would reconsider matters if Miss C had any further expert evidence to provide.
- Miss C disagreed. She said the photo of her car on the driveway did not show any damage to her car and that no damage or scratches reflect in the light. Miss C also said Company C’s use of her own photo she’d provided (which was a close-up image of the dent) to highlight damage suggests it had acted dishonestly and in an attempt to escape liability.

So, the complaint has been passed to me for an Ombudsman’s 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.

Having done so, I'm not upholding this complaint. I'll explain why.

In this case, there's no dispute that Miss C's motor insurance claim was covered under the policy. So, there's no decision I have to make about the actual claim itself.

The dispute here arises from the alleged damage caused by WIC and its agents while it held Miss C's vehicle.

Put simply, Miss C has damage on the passenger side of her car where she says there was none before – and this wasn't caused by the accident that led to the claim itself.

So, I've got to consider the available evidence in reaching a conclusion. In doing so I need to determine what is most likely in the circumstances.

I've reviewed all of Miss C's photos. These show various scratches and damage in close-up shots of her car after it was returned to her. It's evident from these, that Miss C's car does have various damage on the passenger side.

I have Company C's report. This includes various photos of the car after it was collected and brought to Company C's yard. This shows damage around the vehicle including the passenger side. I also have a copy of the vehicle inspection form completed by Company C. This reflects scratches and damage to the car's passenger side. These satisfy me that the damage was present prior to Company C's inspection. But on its own, doesn't persuade me this damage was existing prior to WIC or its agent's collection of Miss C's car.

WIC's own in-house engineer has also provided their comments on the damage. They provided a collection image of the vehicle and pointed to deformation to the *"NSR quarter panel just as it meets the NSR door, in the same place in which the alleged dent is positioned."* They also said this was reflective of the same damage after the car was collected by Company C. The engineer said:

*"The fact that this dent is evident on the collection images whilst still on policy holders drive would, to us, confirm this damage is pre-accident and not the cause of Copart etc*

*However, with regards to the scratches which policy holder advises Copart have caused to the same side. IHE is unable to identify scratches on any of the Copart images as the general ID shots are not clear enough to identify such fine details.*

*We would however note that some of these scuffs/scratches are around the dent, based on the policy holder images, meaning some could be attributed to this damage shown to be pre-accident."*

Having reviewed this carefully, I think the engineer's comments alongside the collection image are persuasive. While I acknowledge Miss C has said the image in question doesn't show damage, I believe I can see the dent that the engineer has pointed to. And I find the comments about the surrounding scratches most likely being linked is a reasonable one.

Miss C has also objected to WIC/Company C relying on a photo she herself took to highlight the damage present on the vehicle. I don't agree this shows any indication of bias as WIC was transparent about the use of this photo, and used it to illustrate the location of the dent

in relation to its image of the collection. I appreciate she may feel strongly about this matter, but I would expect an insurer to rely on all of the available evidence – and not just that produced by its agents or itself.

Given Miss C's submissions it is clear to me how much this means to her. In the circumstances I want to be clear that I accept it is *possible* the damage was caused by WIC or its agents. But based on the evidence I've outlined above, I haven't seen enough to safely conclude this. On balance, I'm more persuaded by WIC's position so I'm not directing it to do anything further.

### **My final decision**

For the above reasons, I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 6 May 2024.

Jack Baldry  
**Ombudsman**