

The complaint

Miss J complains about damage to her vehicle she says was caused when U K Insurance Limited (UKI) attended a breakdown under her breakdown insurance policy.

References to UKI in this decision include their agents.

What happened

In March 2023 Miss J's vehicle wouldn't reverse out of the drive at her property, so she contacted UKI. UKI said they'd need to send a recovery truck as the vehicle had automatic transmission and would have to be lifted onto the truck to avoid damage. However, when the recovery engineer arrived, they weren't in a recovery truck, and they tried to move the vehicle. Miss J said it took over 30 minutes to gradually move the vehicle, each movement caused the vehicle front suspension to lift off the ground. The vehicle was recovered to a garage, who fixed the problem (a brake shoe had jammed in the brake drum).

When Miss J took the vehicle for a service, in September 2023, it had damaged front suspension and failed its MOT. Miss J contacted UKI about the damaged suspension but was told the issue would be down to wear and tear. As the recovery engineer had left the company, they weren't able to obtain a statement about what happened.

Unhappy at UKI's response, Miss J complained. UKI didn't uphold the complaint. In their final response they said had the damage to the suspension been caused by the recovery engineer, it would have been identified by the garage to which the vehicle was recovered at the time of the breakdown. UKI had spoken to the garage, who confirmed they didn't find the suspension damage at the time and didn't believe the suspension damage had been caused by the recovery engineer. The vehicle had been recovered using a 'slide and tilt' recovery truck, which wouldn't be consistent with the damage.

Miss J then complained to this Service. She was unhappy at what happened, saying the recovery engineer had caused the damage to her vehicle's suspension. It had cost her nearly £700 to repair the damage. She said she was originally told by UKI her vehicle would need to be lifted off her drive to avoid damage. Her vehicle handbook stated the vehicle should only be towed in exceptional circumstances – and only in drive gear, not reverse gear. But her vehicle had been towed in reverse gear. She had video evidence of the suspension being subject to force as it was moved. She wanted UKI to pay for the repairs to her vehicle's suspension.

Our investigator didn't uphold the complaint. He didn't think Miss J had provided persuasive evidence the suspension had been damaged during the recovery. While automatic vehicles were potentially susceptible to damage from towing, that would affect the transmission, not the [separate] suspension. UKI had also provided evidence from the garage indicating the damage wasn't present at the time of the breakdown and recovery, and that the damage was likely due to wear and tear. It was also likely Miss J would have been aware of the damage sooner, had it occurred during the recovery in March 2023 – rather than when the vehicle was subsequently serviced in September 2023.

Miss J disagreed with the investigator's view and asked that an ombudsman review the complaint. She said the damage to the suspension was the result of the recovery of her vehicle, providing information about potential suspension damage from an automatic vehicle being towed. She referred to what she was told on the calls with UKI when she reported the incident. She also said the vehicle hadn't felt right after the incident.

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.

My role here is to decide whether UKI have acted fairly towards Miss J.

The key issue in Miss J's complaint is whether the damage to her vehicle's suspension was caused by the recovery of her vehicle by UKI in March 2023, in particular the way the vehicle was recovered. Miss J says the vehicle should have been lifted onto a recovery truck and not moved (or towed). UKI say there's no evidence the suspension damage was caused by their recovery and the garage subsequently indicated the damage was more consistent with wear and tear. They also say if the suspension was damaged at the time of the recovery, it would have been picked up by the garage and noticed by Miss J before the vehicle's subsequent service and MOT (failure) in September 2023.

In considering this case, I've noted the timeline of events from the breakdown and recovery in March 2023 to the time of the vehicle service and MOT in September 2023. I've also looked at the videos provided by Miss J of the recovery of her vehicle, as well as all the other evidence and information provided by her and UKI.

Looking at what happened, the video indicates the vehicle was reversed out of Miss J's drive and, eventually, driven onto the recovery truck. While this took some time from what Miss J says, there's no obvious indication of suspension damage from the video clips I've seen. As I understand it, from what Miss J has said, the vehicle was driven forwards onto the truck and then recovered to the garage. Which suggests it wasn't 'towed' there, in the sense of it being pulled behind the truck (either on two wheels or four). So, I'm not persuaded the suspension would have been damaged in the way it was subsequently found at the service and MOT.

While Miss J maintains she was told by UKI the vehicle would be 'lifted', I can't reasonably conclude the way the vehicle was actually loaded (and recovered to the garage) caused the damage to the suspension.

I've also considered the point about whether – had the vehicle suspension been damaged during the recovery – it would have been apparent before the service and MOT. UKI say the garage to which the vehicle was recovered didn't pick anything up when they repaired it (the jammed brake shoe). Given the nature of the suspension damage subsequently diagnosed (and set out in the MOT failure document) I think it likely at least part of it would have been apparent – the MOT failure document refers to 'ball joint excessively worn (offside front) and 'spring fractured (nearside front). The former description, referring to 'excessive wear' would also appear to be consistent with wear and tear – not something that would have been caused by the recovery of the vehicle six months previously. The damage being likely to have been due to wear and tear is also consistent with what UKI say they were told when they contacted the garage.

Miss J says she felt something was wrong with the vehicle after the recovery – but she didn't raise her concerns either with UKI or have the vehicle examined to see whether there was an issue with the suspension (or any other fault). So, there isn't any independent, expert evidence to support the suspension being damaged at the time of the recovery.

Taking all these points into account, on the balance of probabilities and the evidence and information available, I'm not persuaded the damage to Miss J's vehicle suspension was caused by UKI's recovery of the vehicle. That being the case, I can't reasonably hold UKI responsible for the damage. So, I won't be asking them to take any action.

My final decision

For the reasons set out above, I don't uphold Miss J's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 20 May 2024.

Paul King
Ombudsman