

The complaint

Mr L and Mrs L say an agent instructed by Admiral Insurance Company (Gibraltar) limited damaged their car after they made a complaint on their motor insurance policy.

What happened

Mr L and Mrs L's car had a damaged window. It was collected by a recovery agent to be taken to a garage for repair. Mrs L says when the driver was loading the car onto the recovery truck he drove it into a metal strut. Mrs L couldn't see any damage at the time – just a vertical stripe on the front bumper where dust had been disturbed. But when the car was returned from the garage, the front parking sensor wasn't working. The car went back to the garage to have a door handle inspected and Mrs L asked it to check the sensors. The garage found a small crack in the front bumper, in line with the dust disturbance. Mr L and Mrs L thought the crack was caused by the impact and had led to the fault with the sensor.

Admiral's agent ('firm F') investigated the complaint. Firm F said the recovery agent didn't accept that any damage was done during the recovery process, despite Mrs L hearing the impact and noting the dust disturbance on the bumper. It said the images taken by the driver when the car was delivered to the garage didn't show a crack. Firm F said Mr L and Mrs L hadn't provided images of the crack taken at that time, and that it wasn't reported until after the car went back to the garage for further work.

One of our Investigators reviewed Mr L and Mrs L's complaint. He thought it was clear there was an impact during the recovery process, as shown by the dust disturbance. He thought it unlikely that another impact had occurred after the recovery was completed, causing damage directly in line with the dust marks and the parking sensor. Firm F said the crack could only have been caused by the car coming into contact with an object with some force, and as recovery drivers move cars slowly, it wouldn't have been possible. It referred again to the images taken by the driver showing no damage to the bumper. The Investigator said he'd already considered all the images. He pointed out that Mrs L had heard an impact. As the crack was in line with where it occurred, he thought it probable the impact caused the fault.

As there was no agreement, the complaint was passed to me for review.

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 haven't seen an account from the recovery driver about what happened on the day. I can see that Firm F asked the recovery firm if there were any notes about the incident, and it seems there weren't, as nothing seems to have been provided by it. In the absence of testimony or other evidence to the contrary, I think Mrs L's testimony is persuasive.

I don't think it's disputed that there was an impact during the recovery, or that the dust on the bumper was disturbed by it. Instead, firm F has suggested that the driver would have been moving the car so slowly that it couldn't have caused any damage. But we don't know how slowly the car was moving. Mrs L says she heard an impact, and I don't think there's any reason not to believe her. I think it's unlikely that a very 'soft' impact (incapable of causing any damage – perhaps with the bumper just coming to 'rest' on the metal strut) would have been audible and of concern to Mrs L.

I don't think the images provided by the recovery driver show any damage to the bumper. But in my opinion, they were taken at a distance and at an angle that wouldn't have shown the small crack that's apparent in other images. I appreciate that another impact could have occurred *after* the recovery driver left the car at the garage, and before the garage pointed out the crack to Mr L and Mrs L. But I think it's very unlikely that any other impact would have caused damage in exactly the same area where the dust was disturbed initially.

I think it's more likely than not that the impact of the bumper coming into contact with the strut was sufficient to cause the problem with the sensor. So I think it would be reasonable for Admiral to pay for the repair or to reimburse Mr L and Mrs L for the cost of it. I also think it would be reasonable for Admiral to pay them £100 compensation for distress and inconvenience, given their worry about the extra damage to the car during the recovery process and the inconvenience caused to them as a result.

My final decision

My final decision is that I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to arrange for the car to be repaired or to reimburse Mr L and Mrs L for the cost of having it repaired (plus interest, at the simple yearly rate of 8%, from the date of the repair to the date of reimbursement). Admiral should also pay Mr L and Mrs L £100 for distress and inconvenience.

If Admiral thinks tax should be deducted from any interest paid, it should inform Mr L and Mrs L how much has been deducted, so they may reclaim it from HMRC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 2 January 2025.

Susan Ewins
Ombudsman