

## The complaint

Mrs W says the recovery service underwritten by U K Insurance Limited ('UKI') damaged her car during its recovery of it to a garage.

## What happened

Mrs W was driving home on 20 July 2023 when warning lights appeared on her dashboard. She called a national breakdown service to check the car on her driveway. It said the warning codes showing meant the car's timing chain was stretched. It said she shouldn't drive it, but have it taken to a garage. Mrs W booked the car into 'garage M'. It told her not to start the engine. Mrs W then booked UKI's recovery agent to take the car to garage M.

Mrs W says a recovery truck arrived on 31 July 2023 and the driver asked her what the problem was. She says she told him it was the timing chain, and that the car shouldn't be started or driven. So she was shocked when he started the engine, looked under the bonnet, and then drove the car across the road and onto his truck. He then took it to garage M.

Garage M called Mrs W's son, Mr W, to tell him that the recovery driver had tried to drive the car off the recovery vehicle at the garage and that they had told him to stop the engine immediately. Garage M told Mr W it thought there would probably now be more damage to the engine than had previously been the case. The repairs later cost around £1,600 more than Mrs W had been quoted for the original repair work.

UKI's recovery agent said the driver couldn't recall whether Mrs W had told him the engine shouldn't be switched on, but that he'd said he'd normally do so unless told otherwise. It said he recalled rolling the car off the drive with the engine off and winching it onto the truck. And he said he'd rolled it off the truck at garage M. UKI's agent said there was no evidence that he'd driven the car off Mrs W's driveway, and that the garage hadn't provided CCTV of the incident or a signed statement from whoever witnessed it.

One of our Investigators reviewed Mrs W's complaint. He said he didn't know which of the conflicting versions of events was correct. He noted that the recovery service's engineer had said that given the damage garage M found to the car's valves, the engine would not have run. And he said he thought garage M may have started the engine after the recovery driver had left. The Investigator said that with no conclusive proof that the driver had caused the damage, he couldn't uphold Mrs W's complaint.

As there was no agreement, the complaint was passed to me for review. I issued a provisional decision, upholding the complaint, as follows:

*The car is important to Mrs W, as she's retired and it's her only means of transport. So if a national recovery service she trusted told her it shouldn't be driven - and then garage M told her not to start the engine - I don't think she would have done either. And in my opinion, it's inconceivable that she didn't pass that information on to the recovery driver.*

*I think Mrs W's testimony is credible and persuasive. She thought the recovery driver was there purely to get the car onto the recovery truck. I think it's highly unlikely that Mrs W*

*imagined that he started the engine and checked under the bonnet. I think it's even more unlikely that she imagined watching him drive the car onto the delivery truck. This will have been one of numerous recoveries carried out by the driver, so it wasn't a significant event for him. He had to be shown photos of the site to prompt his memory. But for Mrs W it was a 'one off' occasion I think she's very likely to be able to recall accurately.*

*Garage M didn't know what had happened at Mrs W's home. So when the car arrived on the recovery truck, it would have expected the driver to roll it off the vehicle, so it could deal with the original damage. But within a very short time of the car's arrival, garage M's manager contacted Mr W to alert him to the possible consequences of the recovery driver having started the engine. I can't see why anyone at garage M would have made up that scenario. And when the manager called Mr W about the incident, he didn't know Mrs W would later tell Mr W she'd had a similar experience with the driver. I think the two unconnected accounts point to the same inappropriate behaviour by the recovery driver at different times.*

*Mr W told us he tried to roll Mrs W's repaired car down the driveway, turn it and get it over to the other side of the road, with the engine switched off and no power steering. He says it's not possible to control the car, especially as the driveway is sloped, and hard to manoeuvre it. He says the process is also risky, as there's no clear line of sight down the road. I've seen an aerial view of the location, and it's unclear why the recovery driver didn't just back the truck onto the driveway to winch the car onto it. I think it seems far more likely than not that the only way to move the car safely off the driveway and over to the other side of the road - then align it with the recovery truck - would have been with the engine switched on.*

*The recovery agent's engineer says the car couldn't have been started when the valves were in the state in which garage M photographed them, and that someone at garage M must have started the car after the recovery driver left. I'm not persuaded by the suggestion that the car arrived at the garage with only the original damage, and that shortly afterwards, the garage wrecked the engine. If Mrs W's account is correct (which I think is more likely than not) some damage may have occurred during the car's recovery to the truck. Mrs W didn't hear any undue noise from the engine, so the driver wouldn't have known about it if it did. And if garage M's account is also correct (which I also think is more likely than not to be the case) more damage was done as soon as the driver started the car at garage M - when a loud knocking noise was heard by its engineers.*

*In the absence of evidence such as CCTV coverage, we have to base our opinions on what we think is more likely than not to have happened, and the testimony of the parties is an important factor. I'm minded to conclude that extra damage is likely to have been caused by the recovery driver's actions. I don't think garage M would have done anything to make the damage worse, having heard the noise the car made when he started the engine.*

*It's possible some damage was done when Mrs W drove the car the very short journey home after the warning light came on. But I accept her account that the car arrived home with no apparent issues other than the warning light, and it was diagnosed by the breakdown service as a stretched timing belt. I also accept her account and the garage's account that the car was started / driven by the recovery driver. So I'm minded to conclude it would be fair and reasonable for UKI to reimburse Mrs W for the cost of the extra damage. Mrs W hasn't asked for compensation, but I'm minded to say UKI should also pay her £200 for distress and inconvenience. Mrs W was without her car for longer than would have been necessary for the initial repair, causing her a fair amount of inconvenience, and she found the whole situation upsetting and worrying.*

*I asked the parties to comment on my provisional findings.*

Mrs W said she thought the details reported in it were correct. She also said the recovery driver was polite, but he just wasn't interested in what she had to say.

UKI said it didn't think the evidence showed that its agent was responsible for *all* the extra damage caused to the engine. It said Mrs W could have caused some of it and that the warning codes recorded more than one issue. But the main point emphasised by UKI was that if the engine was started on the recovery vehicle at the garage, the extensive damage to the valves couldn't have been present then, as the engine couldn't have turned over.

### **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've taken advice on the technical issues, and I still think it's far more likely than not that the extra damage to the engine was caused by the recovery driver's actions.

My understanding is that it's very unlikely any damage was caused by Mrs W driving the very short journey home after the warning light appeared. The timing chain is under the most strain when the engine is started from cold, and the recovery driver started it from cold 11 days after it was last switched on. He knew the chain needed replacing and that a warning light was showing, as the issue now needed urgent attention. The other warning light indicated that the position of the crankshaft was also an issue (due to the stretched timing chain). And Mrs W told him that two engineers had said the engine shouldn't be started.

Based on all the information I've seen, I think extra damage to the engine is likely to have been caused when the car was started at Mrs W's home, as the timing chain would have been stretched further. But the valves couldn't have been fully bent at that point, or the car couldn't have been driven onto the recovery truck. My understanding is that it would have been possible to start the engine again at the garage (although it would have run very poorly) and that the second start up is very likely to have caused the final damage.

As I said in my provisional findings, I think the versions of events given by Mrs W and by garage M are far more likely than not to be accurate. I think the technical advice I've seen supports their accounts. So in my opinion, it would be fair and reasonable to uphold Mrs W's complaint about the actions of UKI's agent and to require UKI to put matters right.

### **My final decision**

My final decision is that I uphold this complaint. I require U K Insurance Limited to do the following:

- Refund to Mrs W the cost of the repairs to the engine other than the original cost of the timing chain work.
- Add interest to the sum refunded, at the simple yearly rate of 8%, from the date she paid the bill to the date of the settlement.
- Pay Mrs W £200 for distress and inconvenience.

If UKI thinks tax should be deducted from the interest paid, it should tell Mrs W what sum has been deducted, so she may reclaim it from HMRC if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 14 March 2025.

Susan Ewins

**Ombudsman**