

The complaint

Mr R complains about that UK Insurance Limited ('UKI')'s roadside recovery agent damaged his car when he made a claim on his breakdown cover.

Mr R's policy was sold and is administered by an insurance intermediary on UKI's behalf, and all his correspondence has been with this company. However, UKI is the policy underwriter, so his complaint is against UKI. Any reference to UKI in my decision includes the intermediary.

What happened

Mr R had breakdown cover with UKI. This included – among other things – roadside assistance. On 14 May 2024, Mr R's car broke down miles from his home. He reported the breakdown to UKI who arranged for its recovery agent (referred to as 'G' in my decision) to collect the car and transport it to the manufacturer's approved repairer. The car was returned to Mr R on or around 22 May 2024.

Mr R told us:

- When the car was given back to him he noticed "*a small dent on the driver's door and wing.*" He sent UKI photos of this damage.
- This damage wasn't present when G recovered his car, so it must have happened while it was in G's care.
- G took photos when it recovered the car. UKI hasn't given him these photos.
- UKI also hasn't given him photos/CCTV footage showing how the car was stored.
- He got a quote for repairing the damage (July 2024). This was £2,364.26 plus VAT.
- He wants UKI to pay for repairs.

UKI said, in summary:

- The damage reported by Mr R "*wasn't consistent with the recovery/storage process.*"
- G provided a photo showing separate pre-existing damage to the car.
- G said other photos weren't taken close enough to show whether the damage was present when the car was collected. However, it "*was unable to provide these.*"
- Its engineer examined the photo but couldn't tell how old the damage was.
- The engineer suggested the dent had been caused by "*the door being opened onto something*", and the chips the result of "*general driving.*"
- UKI contacted Mr R's garage. It told UKI it couldn't tell if the damage was fresh or what had caused it. It also told UKI Mr R had asked it to say G damaged his car, but it refused to do this.

Our investigator didn't recommend that the complaint should be upheld. She found that neither UKI's engineer nor Mr R's garage were unable to determine the age and cause of damage. She didn't think photos showed the damage was caused during or after recovery, and accepted UKI's argument that it wasn't consistent with the recovery/storage process.

She wasn't persuaded that UKI's agent had damaged Mr R's car.

Mr R didn't accept this, so the complaint was passed to me to make a final decision.

My provisional decision

I issued a provisional decision on this complaint on 10 January 2025. I said:

"This is a difficult situation for several reasons:

- I can't reasonably expect Mr R to have pre-breakdown photos of his car showing the areas of damage.*
- The expert evidence is inconclusive. Both UKI's engineer and Mr R's own garage couldn't be certain about the age or cause of damage.*
- The garage that repaired the car told Mr R it runs a paperless system and "after two weeks from the collection date the record is removed", so it can't offer any evidence.*

So I've focused on UKI's investigation to help me decide if its decision to decline Mr R's claim was fair.

UKI asked G for information to help it investigate the claim, including:

- The job sheet/vehicle condition report.*
- Photos of the car.*
- Details of how the car was loaded/unloaded.*
- A driver statement.*

G sent UKI one photo showing scratches to a different area of Mr R's car, unrelated to his claim. UKI's claims handler appears to have realised this was inadequate and asked G for "any more images of the vehicle or the condition report". G told UKI it had images of the driver's side of the car, but "when you zoom in they go blurry." It later told UKI: "You have all the images for this job." It ignored multiple requests for the vehicle condition report and didn't provide any details about the recovery process or how the car was stored.

I don't think that's good enough for the following reasons:

- Mr R told us a member of G's team took photos of the car during recovery. I've got no reason to doubt his evidence on this point.*
- G initially indicated it had multiple photos ("we have images of that side of the vehicle") then told UKI it only had one.*
- It seems odd that G had a single photo of scratches on the side of the car but didn't have photos of the damage to the car door.*
- I appreciate the dent might easily have been missed. However, I think Mr R's photos show that the chip on the driver door would have been at least as visible as the scratches photographed by G.*
- The vehicle condition report should show the car's condition when G collected it. This report exists precisely to avoid exactly this sort of dispute.*
- I see no reason for G not to provide details about the car's storage.*

I think UKI realised that G put it in a weak position to defend Mr R's claim. Its claims handler repeatedly asked for the photos and condition report. G didn't provide this. UKI's engineer asked for "any other images or CCTV etc" to show how the car was stored (as Mr R did). G didn't provide this either.

In the circumstances, I don't think it's unreasonable for me to draw a negative conclusion from G's failure to send UKI more than one photo of Mr R's car, any photos or other information about how the car was stored, or a vehicle condition report.

For the avoidance of doubt, I think it's likely G would have had to get into the car while it was in its possession. As Mr R says, the car would have to be shifted into neutral to be moved on/off the recovery truck and around the storage facility. This would require opening the car door. So I don't think it's impossible for the damage to have happened while it was stored.

I accept that the expert evidence about the damage to Mr R's car is inconclusive. However, I think G failed to provide very basic information that would have shown if the damage pre-existed the breakdown. On balance, I think it more likely than not that the damage happened while it was with G. This means I don't think UKI's decision to decline the claim was fair. I think it should pay for repairs to Mr R's driver door and front wing.

I think Mr R's July 2024 quote covers more than just the damage he says was caused by G. For example, it includes an "energy charge" and a diagnostics check. That's obviously unrelated to the damage and I don't think UKI should have to pay this. I'm also unclear how the "hybrid lettering" is related to the dents/chips on Mr R's car door. I'd be grateful if Mr R could clarify this when he replies to this provisional decision.

If Mr R has already had the damage fixed UKI should refund his costs (plus interest), but it can make reasonable deductions for anything unrelated to the damage to the door and front wing. I'd like Mr R to send us evidence of completed repairs – for example, his repairer's final invoice – when he responds to this provisional decision. If he hasn't had it fixed yet, I think UKI should be given the chance to have its own authorised repairer assess the damage and quote for repairs. I'd like both parties to comment on this before I make my final decision."

Responses to my provisional decision

Mr R accepted my provisional decision. He told us:

- He'd spoken to the garage who quoted for repairs. It told him the additional charges I highlighted were included and needed as part of its procedures.
- He hadn't had the repairs done yet and was happy for UKI to send a trusted and qualified repairer to assess the damage and carry out repairs.

UKI accepted my provisional decision. It asked Mr R to provide an up-to-date estimate for the damage caused by its recovery agent.

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.

As both parties accepted my provisional decision, I uphold the complaint for the same reasons set out in my provisional decision.

UKI hasn't asked for its authorised repairer to assess the damage, so I think it's reasonable for me to conclude that it's happy for Mr G's garage to repair the car. I think UKI's request for an up-to-date estimate is reasonable and Mr R should ask his garage to provide this. However, I'd expect UKI to settle the claim as soon as it receives the updated quote.

As I said in my provisional decision, I don't think UKI should have to pay for anything

unrelated to the damage by its recovery agent. If Mr R's garage insists on the energy charge and diagnostics check as part of its bodywork repairs, UKI can deduct the cost of this from any settlement.

My final decision

My final decision is that I uphold this complaint and order UK Insurance Limited to pay for repairs to damage to Mr R's car door and front wing.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 20 February 2025.

Simon Begley
Ombudsman