DRN-5584868

The complaint

Mrs S complains that U K Insurance Limited trading as Green Flag (UKI) caused damage to her vehicle, during recovery, under a roadside assistance policy.

UKI has been represented on the claim by its agents. All references to UKI include its agents.

What happened

Mrs S had a roadside assistance policy with UKI. In July 2024, on a Friday, she experienced an issue with her vehicle keys, and she called UKI for recovery assistance. It took over five hours for UKI to recover Mrs S's vehicle to her home. The vehicle was recovered to a spot between the pavement and Mrs S's driveway.

Mrs S complained to UKI. She was unhappy with the time it took to recover her vehicle, and she said UKI caused damage to her vehicle during the recovery. She said the damage was to the bottom part of the front bumper, and she'd noticed this on the following Monday, after she'd obtained replacement keys and drove the vehicle back onto her driveway.

UKI issued a complaint response in August 2024. It relied on a condition report from the time of the recovery, which it said Mrs S signed to confirm there was pre-existing damage to the front bumper and no additional damage during recovery. It accepted delays in the recovery and sent Mrs S a cheque for £150.

Mrs S referred her complaint to the Financial Ombudsman Service. She said she didn't sign any document during recovery, and it wasn't her signature on the condition report. She maintained UKI had damaged her vehicle during recovery and she wanted UKI to cover the cost to repair this. She sent an estimate for repairs to UKI that was from a local garage.

The Investigator upheld the complaint. They felt on balance, it was more likely than not that the damage Mrs S reported was caused by UKI during recovery. So they recommended UKI cover the cost of repairing this damage and pay Mrs S a total of £250 compensation (instead of the £150 cheque it sent).

UKI disagreed. It said the condition report included markings to show damage to the front bumper. It said this meant there was pre-existing damage, and damage was not caused during recovery.

Because the complaint couldn't be resolved, it's been passed to me to decide.

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.

It's important to explain we aren't technical experts. Instead, we rely on the evidence provided by both parties. Where there is conflicting information, we consider which evidence is more persuasive, on balance, to reach an outcome which is fair and reasonable in all the circumstances. That’s what I’ve done here.

UKI said Mrs S signed the condition report which confirmed pre-existing damage to the front bumper and no additional damage caused during recovery. Mrs S said she didn’t sign any documents and the signatures on the reports do not belong to her.

I’ve reviewed the condition report, and the signatures on the report don’t appear to match the signature I’ve seen belonging to Mrs S. In addition, the apparent initials in the signatures on the condition report don’t appear to match the initials based on Mrs S’s name. So overall, on balance, I think it’s more likely than not that Mrs S didn’t sign the condition report UKI relied on. So I don’t think it’s fair for UKI to rely on this to say Mrs S confirmed pre-existing damage and that no damage was caused during recovery.

UKI says its agent marked the condition report to show pre-existing damage to the front bumper. This is based on a marking on a 2D image of the vehicle, without any further explanation of the damage. I’ve reviewed the report, and the photos UKI’s agent took prior to recovery. UKI’s agent provided two photos of the front of the vehicle, but I can’t see that either of these photos show damage to the area Mrs S reported (bottom and underneath of bumper). And I can’t see there is damage visible on these photos that match the evidence of damage Mrs S provided to support her allegations. In fact, I can see UKI’s tech team confirmed the pre-recovery images provided by UKI’s agent show no damage present on the front bumper. UKI also accepts photos weren’t taken by its supplier upon delivery of the vehicle, which it should have done.

In addition, when UKI’s agent was asked about the alleged damage, the agent referred to the damage marked on the condition report and photos as being to the sides of the bumper. This doesn’t match the areas of damage Mrs S reported and provided photos in support of. I’ve reviewed Mrs S’s photos, and I think they show damage to the bottom and underside of the front bumper (not the sides).

UKI also commented on the time it took Mrs S to report the damage. But given that the recovery was completed on the Friday evening, and Mrs S said she noticed the damage on the following Monday, when she’d obtained a replacement key and was able to drive the vehicle, I don’t consider this was unreasonable.

So overall, for the reasons outlined above, I’m not persuaded the markings on the condition report show the damage Mrs S reported, was pre-existing. And on balance, I consider it more likely than not that the damage Mrs S reported was caused during recovery by UKI. It follows that I consider it fair for UKI to cover the cost to repair this damage. Mrs S provided an estimate for repairs, but I’m conscious this was from July 2024. So I will direct UKI to cover the reasonable cost of repairs to the damage Mrs S reported to her vehicle.

I think the damage caused to Mrs S’s vehicle would’ve caused her unnecessary distress and inconvenience, albeit I don’t consider it affected her ability to use the vehicle. In addition to this, UKI accepts there were unnecessary delays in recovering Mrs S, given that the recovery was not completed till over five hours after Mrs S requested it. I think this amounted to poor service and would also have caused Mrs S unreasonable distress and inconvenience. And in the circumstances, I agree with the Investigator that a total of £250 compensation is fair and reasonable. Mrs S said the £150 cheque she received was not cashed and is now out of date. This being correct, I think UKI should pay her a total of £250 compensation (instead of £150). So this is what I will direct it to do.

My final decision

Subject to my comments above, my final decision is that I uphold this complaint and require

U K Insurance Limited to:

- Pay the reasonable cost of repairs for the damage Mrs S reported.
- Pay Mrs S a total of £250 compensation.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs S to accept or reject my decision before 9 September 2025.

Monjur Alam
Ombudsman