

The complaint

Mr E has complained to Inter Partner SA (IPA) that a roadside recovery agent caused additional damage to his car. Mr E sought assistance under a roadside policy he shares jointly with Mrs E.

All reference to the insurer IPA in my decision include its agents.

What happened

Mr E called IPA for assistance under his roadside recover policy as he had a flat tyre. Mr E said he had two flat tyres, but had changed one of them using a spare. As he didn't have a spare for the second flat tyre, he called IPA. The flat tyre was the rear offside (driver) side tyre.

IPA arranged for a recovery agent to attend. They towed Mr E's car back to his home address. However, on arrival Mr E noticed damage to the near (passenger) front side bumper, tyre and wheel.

The following morning Mr E complained to IPA as he said the recovery agent had caused the damage while it towed his car.

IPA didn't uphold Mr E's complaint. So Mr E asked us to look at his complaint. He said he lost earnings as a result of the damage to his car. He wanted compensation for the distress and inconvenience, reimbursement for the repair costs, and reimbursement for loss of earnings. Mr E said he lost his job as he couldn't drive to the depot to work while his car needed repair.

One of our Investigators found that date stamped photos taken before and after recovery showed that the damage was not on Mr E's car before recovery, but was there immediately after. So she was satisfied that the damage had occurred to Mr E's car while in the recovery agent's care.

The Investigator understood having to get his car repaired meant Mr E was inconvenienced, but she couldn't safely conclude that Mr E had lost wages as a direct result of his car needing repair.

So she recommended IPA do the following:

- Reimburse Mr E for the costs to repair the damage to his car
- Pay Mr E £300 compensation for the distress and inconvenience caused.

IPA disagreed. It said for the damage to have occurred, the tyre/alloy had to have been 'driven on.' It said where the tyre burst, it would have caused the bumper to come off.

IPA says photos show there was pre-existing damage to the bumper. It says the towing of the car wouldn't have caused the damage.

So IPA want an ombudsman 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.

The photos in this case are persuasive evidence as they are date stamped. They show that before recovery, there was some existing scratches to the front passenger bumper of Mr E's car, but it was intact, as was the front passenger wheel and tyre.

Photos date stamped shortly after the timeframe from the location pick up to Mr E's home address show considerable damage to the front passenger bumper, with the tyre completely blown away and damage to the wheel.

Mr E told us his car was towed backwards for the journey to his home address.

Both Mr E and the towing agent acknowledge there was a noise heard part way through the journey, but dispute who identified it and who said not to worry about it.

The recovery agent says Mr E didn't tell them there was an issue when they dropped the car off. They said he was in a hurry. Mr E said he was in a hurry as it was his child's birthday. But this doesn't mean that the recovery agent didn't cause the damage. And as I've said, I find Mr E's photos and the timeline to be persuasive evidence. Mr E reported his concerns to IPA the following morning.

I find the recovery agent hasn't provided any evidence to contradict the date stamped photos – or to show that they didn't cause the damage to the front passenger bumper, tyre and wheel of Mr E's car. So I'm upholding Mr E's complaint.

Mr E says the impact of the damage occurring meant he was unable to drive to work. He says he lost his job. When things go wrong, we look at what a customer did to mitigate their losses. We would expect a customer to mitigate the loss of a job by making arrangements for alternative transport to work and back in the interim, or to pay for repairs while awaiting the outcome of their complaint.

I appreciate that IPA's agent's actions caused Mr E unnecessary distress and inconvenience. But I agree with the Investigator's recommended remedy which I have set out below. I think IPA should pay Mr E £300 compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. I require Inter Partner Assistance SA to do the following:

- Reimburse Mr E for the costs to repair the damage caused to the front bumper, tyre and wheel by its recovery agent.
- Pay interest on this amount from the date Mr E paid for repairs to the date of reimbursement at a rate of 8% simple interest a year.
- Pay Mr E £300 compensation for the distress and inconvenience caused.

Inter Partner Assistance SA must pay the compensation within 28 days of the date on which we tell it Mr E accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate

of 8% a year.

If Inter Partner Assistance SA considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mr E how much it's taken off. It should also give Mr E a tax deduction certificate if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E and Mrs E to accept or reject my decision before 16 October 2025.

Geraldine Newbold
Ombudsman