

The complaint

Mr M has complained that Markerstudy Insurance Company Limited's agent caused damage to his vehicle when it moved it from its site to his chosen repairer. Mr M made a claim under his motor insurance policy.

What happened

In December 2020 Mr M left his vehicle outside a garage and dropped the keys in a letterbox for it to carry out repairs. Mr M's vehicle was there for some time.

In May 2022 Mr M made a claim to his insurer, Markerstudy for vandalism damage. Mr M's vehicle was parked on a public highway near the garage when the incident occurred.

Mr M wanted Markerstudy to claim against the garage's insurer as being responsible for his vehicle being damaged while under their care.

Markerstudy carried out checks with the garage which said Mr M had left the car on a public highway, and not under the care of the garage, and the garage had made Mr M aware of this.

Markerstudy told Mr M it would not be able to pursue the garage to recover the claim costs.

Markerstudy arranged for an approved repairer (AR) to complete the repairs. But due to the type of vehicle Mr M owns and the damage that had occurred, it wasn't possible to find an AR who could carry out the repairs. So Markerstudy asked Mr M to find a garage of his choice to undertake the repairs, and it would review its estimate to settle the claim.

In October 2022 Mr M told Markerstudy that the vehicle was at a site which belonged to its salvage agent. In January 2023 Mr M asked Markerstudy to arrange for his vehicle to be moved to a garage he'd chosen for repairs. The salvage agent moved Mr M's vehicle later in January 2023.

As Markerstudy didn't receive an estimate for repairs from Mr M's chosen garage, it closed his claim in June 2023.

In August 2023 Mr M sent Markerstudy an estimate. In November 2023 Markerstudy sent Mr M a cash settlement which he accepted in lieu of the repairs.

In April 2024 Mr M complained to Markerstudy that its salvage agent had caused additional damage to his vehicle while transporting it from its site to his chosen garage (in January 2023).

In January 2025 Markerstudy didn't uphold Mr M's complaint, but it apologised for the delay in responding to him and paid compensation for the delay.

The salvage agent told Markerstudy that due to the time that had passed it was not possible to determine if it had caused the damage. Mr M said a forklift had been used by the salvage agent and had caused the damage. The salvage agent denied this as it said Mr M's vehicle

was too large.

Markerstudy said there wasn't evidence to show its salvage agent had caused additional damage.

One of our Investigators didn't recommend the complaint should be upheld.

In response, Mr M confirmed the complaint he wished for us to decide on was Markerstudy's decision not to meet his claim for new damage he said was caused by the salvage agent.

In summary Mr M says he never requested photos from his chosen garage, nor has the garage ever offered to send him photos. He believes the salvage agent is responsible for the damage caused and doesn't believe it didn't take photos on delivery of his vehicle to his chosen garage.

So the case has 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.

The salvage agent has provided photos of the vehicle when it arrived on their site. I've seen an email exchange between Markerstudy and the salvage agent where it confirmed it did not take photos of the vehicle when it delivered it to Mr M's chosen garage in January 2023.

Mr M doesn't believe the salvage agent. He says it is industry standard for a transporter to take photos on collection and delivery.

I understand Mr M's strength of feeling here. It would have been ideal if both the salvage agent and the chosen garage had taken photos to evidence the condition of Mr M's vehicle when it was delivered in January 2023. But none have been provided. And I've taken into account that it was well over a year before Mr M reported the additional damage to Markerstudy. A significant period of time has lapsed which makes it very difficult to be able to timeline such damage.

Mr M says he did not view his vehicle from when the salvage agent delivered it in January 2023 to his chosen garage until repairs began in April 2024. This is when Mr M took photos of his vehicle which shows new damage. He says his chosen garage didn't alert him to the damage as it didn't know what was pre-existing damage and new damage.

We are an evidence based service. There is no way that I can safely conclude – or even say that 'on balance' Markerstudy's agent is responsible for the damage Mr M is claiming for. And given the length of time that passed from when the vehicle was under the salvage agent's care to the date Mr M reported the damage, I can't say Markerstudy has acted unreasonably in not agreeing to meet a claim for new damage.

I understand Mr M will be very disappointed with my decision. But from what I've seen, I don't think Markerstudy has acted unreasonably. So I'm not upholding his complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or

reject my decision before 25 September 2025.

Geraldine Newbold
Ombudsman