

## The complaint

Mrs M complains that her car was damaged while it was being recovered by her roadside assistance insurer, U K Insurance Limited trading as Green Flag ('UKI').

All references to UKI include its agents.

## What happened

Mrs M made a claim on her breakdown policy and UKI attended and recovered the vehicle. Mrs M said that when the vehicle was returned to her, there was damage to the rear driver's side bumper and that there were some items missing from the car. So she raised this with UKI.

UKI said it would investigate and asked for, among other things, a description of the damage as well as photos and other evidence Mrs M had. It also asked for a report from her garage and an estimate for the cost of repairs. Mrs M said she had a video which she could provide to UKI. UKI asked for a copy and for the information it had asked for previously including a report from a garage.

UKI allowed a few months for Mrs M to provide a report from her garage as well as an estimate but as these were not provided, it went on to consider the complaint. It upheld the complaint in part and offered Mrs M £30 compensation for poor communication regarding when the car would be returned to her. But it didn't agree that any damage was caused by the recovery agent or that it took any of her items. It said that the damage Mrs M pointed out seemed to be consistent with prior wear and not with damage caused during the recovery. It added that the recovery agent confirmed that the vehicle was loaded forwards and not from the back where the damage was located.

Unhappy with UKI's response, Mrs M brought her complaint to our service and asked for the damage to be rectified.

One of our investigators reviewed the complaint but didn't think UKI had to take further action.

Mrs M didn't agree and asked for an ombudsman's decision. She provided further copies of photographs which she believed supported the fact that the specific part was not damaged before the car was recovered by UKI. She provided a further photograph which showed the part fully detached from the body of the car.

Our investigator didn't change her view. She said that there was no dispute that there was damage but the dispute related to its cause. She said the only available expert evidence said the damage was consistent with wear and tear. Our investigator also noted that Mrs M said

that the car had been booked in to a garage for an inspection and despite UKI granting several extensions for her to provide this, no report was ever presented to it.

The matter was then 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.

When the vehicle was returned to her, Mrs M said she noticed that the back bumper was twisted and bent around and that this caused the plastic on the corner of the bumper to break. She said she believed this had been caused by the recovery agents using the back bumper to winch the car. She also noticed that towing shackles were taken from inside the car and that some lightbulbs had been damaged.

UKI said it would investigate and referred the matter to the recovery agents who said that the car was only ever loaded forwards and never from the rear. UKI also passed the matter to internal engineers for review who said that they couldn't see anything to indicate damage. They added that the part in question is prone to damage when used on non-tarmac roads and pointed to the fact that the same part was missing from the other side of the car. They supported what the recovery agents said, that the car would not have required winching from the back, or for Mrs M's own shackles to be used during the recovery.

I have looked at the photographs provided and I can see that there is a photograph of the front of the car facing what looks like a recovery truck ramp. On balance, I think the car was loaded forwards and any winching would have been done using the front bumper.

I've also seen photographs of the car before it was loaded onto the recovery truck and I can see that the equivalent plastic piece is missing from the left-hand corner of the car above the bumper. I have also looked at the video of the car before it was loaded onto the truck and I can see a gap between the relevant piece of plastic and a further piece of plastic leading to the wheel arch. Mrs M said the gap has always been there. I have also seen the photograph provided by Mrs M which shows the part clearly detached from the body of the car.

Bearing in mind all the evidence, I don't think that, on balance, UKI is responsible for the damage Mrs M says occurred during the recovery of the vehicle. This is mainly because the car was loaded forwards, and I consider it unlikely that it was winched from the rear. I also think it is more likely that the damage resulted from wear and tear, given the age of the vehicle. This is supported by the fact that the equivalent part is also missing from the left-hand side.

Furthermore, the only expert opinion available—UKI's engineers—said the damage was consistent with wear and tear and with what can occur when cars are driven on non-tarmac roads, and I can see that the vehicle was recovered from such a road. There is no contradictory expert evidence.

Overall, I think it was reasonable for UKI to rely on the expert evidence available, which did not support the view that the damage was caused by the manner in which the car was

recovered.

UKI told Mrs M it would consider a garage report if she was able to provide one, and I think that was fair. I appreciate she hasn't been able to take the car to a garage yet, but UKI allowed several extensions for her to provide a report and none was received. Without any expert evidence contradicting UKI's engineer's findings, I don't think UKI acted unfairly in deciding the complaint based on the information it had.

Mrs M also said that towing shackles and some lightbulbs were missing or damaged. The recovery agents explained they wouldn't usually search inside a customer's vehicle and wouldn't use a customer's own equipment because they couldn't be sure it was safe. And they said these items weren't needed for this recovery.

I've looked at the photographs taken at the time and, while I can see various items inside the vehicle, I can't see any shackles or lightbulbs. Other than Mrs M's account, I haven't seen any independent evidence to support that these items were taken or damaged. So I'm not asking UKI to compensate her for them.

UKI said even though the car was recovered to Mrs M's home within the three-to-five-day timescale it had originally provided, there was some confusion around the specific date this would happen. It paid Mrs M £30 compensation for this confusion which I think is fair and reasonable in the circumstances.

### **My final decision**

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 30 April 2026.

Anastasia Serdari  
**Ombudsman**