# What became of the claim?

## Commercial Motor Vehicle

### Event
An autonomous lawn mower was operating on the council berm adjacent to the Insured's residential property. During its operation, the mower became lodged under the rear-left wheel of the Insured's parked vehicle. Unaware of the mower's presence, the Insured drove off, unintentionally causing damage to the mower.

### Impact
The Insured subsequently received a letter of liability from the third-party's insurer, alleging responsibility for the damage to the mower. The Insured disputed this claim, stating they had no knowledge that the mower was positioned beneath their vehicle and therefore should not be held liable.

## Third-Party Robotic Mower Incident

### Response
The Insured's broker notified Delta of the claim and requested professional advice regarding potential grounds to dispute liability and assistance in responding to the third-party insurer. Following a review, Delta advised the third-party insurer that there was no evidence of negligence on the part of the Insured. It was not reasonably foreseeable that an autonomous device - specifically designed to detect and avoid obstacles - would position itself beneath a stationary vehicle.

### Outcome
No further correspondence was received from the third-party insurer, and the claim was subsequently withdrawn. Delta's early and expert intervention provided the Insured with critical support in disputing the liability allegation, resolving the matter without the need for a formal claim. Our involvement helped avoid a claim being recorded against the Insured and prevented the payment of an excess.

Delta's prompt and expert involvement was key to successfully challenging the claim. This case highlights the value of professional advocacy in protecting policyholders from unjust liability and the importance of timely action in such disputes.

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*This case study concerns a **Commercial Motor Vehicle Insurance Policy**. While the primary purpose of the policy is to provide cover for business-related use under section 2 the policy also extends to cover the **Insured and any Authorised Drivers** when the insured vehicle is used for **private or personal purposes.***

*This case study has been modified to de-identify any real-life individuals, events, or organisations (September, 2025).*