

The complaint

Mr P has complained about the poor service he received and delay when he sought assistance under the breakdown section of his car insurance policy with Admiral Insurance (Gibraltar) Limited.

What happened

Mr P was travelling in his car with his wife, their baby and their dog when his car broke down. Mr P said he managed to get them all to safety at a service station. He said he contacted Admiral and it arranged for a roadside assistant to attend. The assistant said Mr P's car would need to be recovered.

Mr P said he contacted Admiral's agent just after 12.30pm and paid a fee for the additional mileage to be recovered home. This was because Mr P's cover limited him to free recovery up to 10 miles.

Shortly after contacting Admiral's agent, Mr P received a text message saying the estimated recovery time would be just after 5pm. Mr P was upset about this as he had explained that their baby was with them and was assured they would be given priority.

Mr P says as they didn't receive any further updates, a couple of hours later his wife called the recovery agent direct. Mr P said the recovery agent was rude to his wife – and no further update was given as to their arrival time.

The recovery agent arrived just before 5pm. Mr P said they had to put their dog in the car on the back of the recovery truck as it wasn't allowed in the vehicle with them. Mr P said he had asked for the recovery agent to bring particular equipment for his car, which they failed to bring.

The recovery agent didn't recover Mr P and his family home. They dropped them off at another service station - where Mr P was told a second relay recovery would take place.

Mr P said he hadn't been advised about this. He contacted Admiral and its agent advised Mr P the second recovery would take place at around 7.30pm. However, it didn't take place until after 9pm. In the meantime, Mr P arranged for a relative to collect his family.

Mr P said that when the second recovery agent arrived, there was only room for two passengers – the recovery agent told Mr P he had been advised it was only Mr P and his baby.

While travelling home, Mr P received a phone call from a taxi company. A taxi had arrived at the service station to take his family home. Mr P said nobody told him about the arrangements.

Mr P complained to Admiral. He said the service he'd received was shocking and caused considerable distress to him and his family.

In September 2023 Admiral upheld most of Mr P's complaints. It accepted the length of time it had taken to recover him and his family was unacceptable. It said it would give feedback to the first recovery company as it expects its agents to act professionally.

Admiral said it was necessary to relay the recovery because of EU driving time restrictions.

To resolve Mr P's complaint, it awarded compensation of £510.

However, Mr P received a cheque for £150. He replied to Admiral to point out it had quoted the wrong registration details and the wrong date of the incident. Mr P says he didn't receive a reply.

Mr P asked us to look at his complaint. Our Investigator thought Admiral should pay the compensation amount it quoted it would in its response to Mr P's complaint.

Admiral didn't respond. Mr P accepted the Investigator's view. As Admiral hasn't responded, 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.

There doesn't seem to be any dispute that Admiral's agents provided an extremely poor service and caused significant delay here. I think it was unreasonable for Mr P – having notified Admiral of his circumstances from the outset – to have been left with his family for a total of over eight hours before being recovered home. The communication from Admiral's agents was very poor and clearly contributed to the distress already experienced by the delay.

While it's expected to have a degree of disruption and inconvenience in any breakdown, the circumstances here show that the failings of Admiral's agents caused distress and inconvenience well over and above what would be considered reasonable.

The awards which we give are modest. From Admiral's notes provided, it intended to award £150 compensation for the distress and inconvenience caused.

There were errors in the response to Mr P's complaint. The wrong registration details were quoted, and the wrong date of the breakdown. And so it seems the wrong compensation award was quoted too. But the content of Mr P's complaint matches Admiral's response.

As Admiral hasn't responded to the Investigator's view, I've considered what a fair and reasonable outcome should be. While a compensation sum of £510 is higher than I would award, it isn't so far outside of the range for me to ask Admiral to pay less – nor do I think it would be fair to Mr P for me to do so. This is the amount Admiral told Mr P it would pay him to resolve his complaint. It hasn't offered an explanation as to why it didn't do so.

So in the absence of any comments on the Investigator's view from Admiral, I think a fair and reasonable outcome is for it to pay Mr P a total of £510 compensation for the distress and inconvenience caused.

My final decision

My final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to pay Mr P a further £360, bringing the total compensation award to £510 as set out in its response to his complaint dated 7 September 2023.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date on which we tell it Mr P 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.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 2 April 2024.

Geraldine Newbold
Ombudsman