

The complaint

Ms M complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) provided poor service during a claim under her car breakdown assistance policy. When I mention Admiral I also mean its recovery agents.

Ms M is represented in her complaint, but for ease I’ll refer to her throughout.

What happened

Ms M had a roadside recovery insurance policy with Admiral covering her car.

Her car broke down in the late evening in February 2023 and she called Admiral to make a claim. Admiral attended and its technician tried to diagnose the problem. Ms M told him she may have mis-fuelled it. He thought it was a problem with the car’s wiring.

The technician recovered Ms M’s car to her home.

The following day Ms M asked Admiral to take her car to a repairer. This was charged at £116.17 to her.

It was later diagnosed that Ms M had put the incorrect fuel into her car. She paid about £600 to drain, repair and refill her car.

Ms M wasn’t happy with Admiral’s service and she complained.

Admiral upheld part of her complaint and it said its phonelines had been faulty at the time. It said it would pay her £30 compensation. But it said it’d acted according to its policy wording during the claim.

Ms M remained unhappy and brought her complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. He thought Admiral had acted in line with its terms and conditions. He thought its offer of £30 compensation was fair.

Ms M didn’t accept the view and asked that her complaint was reviewed by an ombudsman, so it’s been passed to me to make a final decision.

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.

Having looked at the evidence, I’m not upholding Ms M’s complaint. I appreciate this will be a disappointment to her at a time when she has had a significant repair bill to pay. I’ll explain why I’ve made this decision.

I’ve read the policy wording carefully at the cover Ms M had bought. I can see that it provides the following cover:

“If you break down more than a quarter of a mile radius from your home address within the territorial limits (UK), we will send a breakdown mechanic.

If, in the opinion of the breakdown mechanic, they are unable to repair the vehicle at the roadside we will... arrange for you... to be recovered to your chosen destination”

I know Ms M told Admiral she thought she'd mis-fuelled her car, but Admiral will have a process to follow to check what had happened to it and provide its service. For Ms M, this meant the technician checking the car's systems which reported a problem with its wiring.

Ultimately, Admiral provided service to Ms M by taking her home which I think it's reasonably entitled to do under its policy wording. It doesn't guarantee a repair.

At the time of night of the claim, that was the only option available to her. Admiral said it couldn't have fixed the mis-fuelling issue at the roadside.

I can see there's cover for mis-fuelling under the policy. But the cover given by Admiral for this is dependent on the customer realising they've mis-fuelled the car before driving it off. In Ms M's case, she'd driven and then her car had broken down – making it a breakdown rather than a mis-fuelling claim.

“Misfuel assist

In the event you misfuel your vehicle, you must contact us before you start your vehicle.”

I can see Ms M has provided some cover details as part of her approach to this service – this cover doesn't seem to be the same as the policy she bought with Admiral. I'm not certain where it's from, but I think it may be from a cover arranged directly with Admiral's recovery agents.

Admiral are only obliged to provide the service referred to in its policy wording, and I can't reasonably say its mis-fuelling cover would have applied here because Ms M's car had been started, driven and then broken down.

Ms M had complained about Admiral's technician mis-diagnosing the problem and while I agree that she reasonably told him what the problem probably was, the end result was most likely the same. Her car couldn't be started again without damaging the engine, and it couldn't be repaired at the roadside, so the only option was recovery. And due to the late hour, this had to be to her home rather than a repairer.

Ms M has also complained about the charge for the second recovery. If I turn to the policy wording, it says:

“Any recovery must take place at the same time as the initial callout otherwise you will have to pay for subsequent callout charges.”

I appreciate Ms M might not have understood this point fully when her car was recovered home after the breakdown, but she'd have needed to arrange recovery of it to the repairer in due course anyway. So I don't think the end result would have been substantially different.

I can see Admiral had issues with its phonelines meaning Ms M struggled to get through to it. It's apologised for these problems and paid Ms M £30. Ultimately Ms M was able to get assistance, so I think her inconvenience was minor and Admiral's response is fair.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 16 November 2023.

Richard Sowden
Ombudsman