

The complaint

Mr E has complained about the service he received from his add-on breakdown cover attached to his motor policy with Admiral Insurance (Gibraltar) Limited. He said he was left waiting over seven hours as his recovery to a garage was mistakenly cancelled. And that he had to wait for his breakdown report for about seven days which should have been issued to him within 24 hours.

References to Admiral include all its agents to include its breakdown and recovery partner. I shall just refer to Admiral throughout for ease of reference.

What happened

On the day in question initially Mr E's car had some lights flashing so he called Admiral who logged the call at 10.31 according to Admiral's log concerning Mr E's request for breakdown assistance. Following talking to Mr E and ascertaining his car was fully driveable he was advised to drive it to a garage. However, at 10.42 Mr E then requested assistance given his engine was making noises. So, the breakdown task was created. The patrol arrived at 11.30 and diagnosed the fault which requires recovery to a garage. So, the recovery task is created. Mr E was told they would be with him by 12.30.

However, by 13.43 Mr E calls again and discovers his recovery was cancelled in error. A new recovery task was created again, and Admiral advised of a delay of four hours. Mr E said the garage closes at 18.00. By 15.55 another third-party agent accepted the recovery task. They arrived at 19.45 and completed the recovery task by 20.46.

Mr E is aggrieved he was left waiting for over seven hours. Admiral acknowledged his recovery got cancelled by a mistake. And it paid him £75 compensation.

Mr E also required the breakdown report for his garage. That is supposed to be sent to him within 24 hours by email. However, Mr E didn't get it until about seven days later. Admiral said its system didn't show that there were any problems with the delivery of these reports, so it didn't think it had done anything wrong.

Mr E remained dissatisfied, so he brought his complaint to us. The investigator thought it shouldn't be upheld as she thought Admiral's apology and £75 compensation was sufficient. Mr E didn't agree so his complaint 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.

Having done so I'm not upholding this complaint. I'll now explain why.

I can see from what Mr E has told us especially on the call with the investigator how aggrieved he was with the fact his recovery got cancelled and the breakdown report took so long to arrive. And that no one at the time in effect held up their hands then and admitted the issues but instead it took until Mr E's complaint to get any acknowledgement.

However, nothing presently that I can do here, can change that. As the investigator explained, we don't have any power or authority to interrogate the working systems of any business complained about, nor indeed insist such practices are changed or improved. Our role at this service is to assess if anything went wrong and if so, assess if the business has done enough to put things right. That is the limit of it. I have no powers at all to fine or punished businesses who provide poor service, as Admiral did to Mr E. That's the role of the regulator, namely the Financial Conduct Authority (FCA). This service isn't the regulator however, we are merely a dispute resolution service for issues concerning businesses who are so regulated by the FCA.

Admiral do acknowledge its failings in its final response letter as it said, *'I can confirm you were delayed excessively, and the service you received was very poor.'* I consider this is a clear acknowledgement that something went very wrong, as regards having to wait such a long time for the effective recovery to the garage. I consider it's appropriate Admiral acknowledged its service was very poor in this way, as it was poor service indeed. But beyond acknowledging the poor service to Mr E as it has done, I'm not sure what else Admiral can do here. It's clear the original recovery was cancelled in error and it's further clear at the time, Admiral's operatives didn't say that to Mr E, however a subsequent recovery was then arranged albeit it took rather too long to happen, most certainly. We'll never know 'why' the mistake happened as Mr E appears to want to know, we can only know that sadly in all walks of life and accessing services, mistakes can happen and do happen. What is important is whether Admiral acknowledged this, and I consider it did so appropriately here.

Thankfully, Mr E's car was located in his work carpark, for the duration of this long delay, and he wasn't left on the side of the road. Whilst that doesn't take away from the bad service, it did mean his inconvenience was somewhat less than it could have been.

Given this, I consider the compensation payment of £75 to be reasonable and fair. It's in line with our approach on experiencing such inconvenience for this length of time, all of which is fully detailed on our website.

Turning to the delay in Mr E receiving his breakdown report. I can see from what Mr E said, it was clearly received later than the 24 hours maximum that it was supposed to take. We've asked Admiral about this, and it said:

In relation to reports they are sent automatically from our system when a job is closed down. For the report to be sent the customer has to input their email address on the patrol's computer manually. I have attached a screen grab of the system to show a record of the report being sent was captured on the system. If no report had been sent, a record would not have been created. I have provided a screen grab of the recovery job where a patrol attended to recover the vehicle also. As no repair or investigation was attempted on the recovery job, a report was not issued. The second screen grab shows the document tab being empty evidencing nothing was sent.

I can't confirm which date the customer got the report as the breakdown system does not keep a record of delivery receipts. The reports are sent via email and can take up to 24 hours to be delivered, depending on individual service providers (for the customer) and servicer times dependant on how many reports are being sent. We

attend more than one break down, a day so multiple reports will go through the system along with emails for the day-to-day operation. As this is an email exchange, sometimes the reports can be filtered through to a junk folder dependant on the customer's service provider settings. We have no reported faults to suggest that emails were not being sent on the day in question.'

This shows me that a report was generated as expected and would have gone to Admiral's server to be sent out. So, there could have been problems with Admiral's server or more likely with Mr E's email provider's server which caused the delay, as Admiral has no records of anyone else suffering such a delay or that its system had a problem. It would be impossible to know more than this. So, I don't consider the delay was caused by any mistake Admiral made.

Further the actual report says the following:

'Patrol found the following fault code/s: System : Engine control 1 - 9E2 / Valeo V46 Status : P1336 - Random/multiple cylinders. Error Message : Misfire detected. Error sporadic. Status : P0315 - Crankshaft-position sensor. Error Message : Malfunction. Error sporadic. Status : P0014 - Outlet camshaft timing control. Error Message : Open circuit/short circuit. Error sporadic. Status : P000B - Outlet camshaft timing control. Error Message : Malfunction. Error sporadic. Status : P0420 - CAT conversion rate. Error Message : Conversion rate too low. Error sporadic.'

Followed you to [address of Mr E's workplace]. We have arranged for a recovery of your vehicle. Engine Oil Overfilled - Not reset due to vehicle fault. Coolant Level Ok.'

Much of this is diagnostic in nature which could be replicated by Mr E's own garage by them again running the diagnostic tool. I appreciate Mr E said his garage was lying to him about things, but I can't see given there was no reported system error in Admiral's system for sending the report, how it can then be responsible for Mr E's garage lying to him, regardless of this inexplicable delay (no doubt due to servers somewhere to include Mr E's email providers' server) of Mr E receiving the report. Therefore, I don't consider these issues concern anything that Admiral has done wrong here.

I consider Admiral has apologised and acknowledged its mistake and paid a reasonable amount of compensation. As it did this before Mr E brought his complaint to us, I don't consider there is anything further it should now do.

My final decision

So, for these reasons, 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 Mr E to accept or reject my decision before 3 May 2024.

Rona Doyle
Ombudsman