

The complaint

Miss S complains about Admiral Insurance (Gibraltar) Limited ("AIL") and the service she received after she made a claim on her Breakdown Cover insurance policy.

What happened

Miss S held a motor insurance policy, underwritten by a separate insurer. Included within this policy was separate breakdown cover, underwritten by AIL.

Unfortunately, on 4 April 2023, Miss S' tyre was damaged while travelling. So, she parked her car in a local restaurant car park and contacted AIL to make a claim on her breakdown cover.

AIL accepted Miss S' claim, and they arranged for a local recovery agent, who I'll refer to as "X", to attend. X attempted to inflate Miss S' tyre but this was unsuccessful due to the extent of the damage. So, X says they offered Miss S the option of being recovered to a garage for a new tyre to be fitted. And, X says Miss S declined this option and chose to make her own arrangements. So, Miss S and her car were left on the restaurant car park.

Miss S' uncle then called AIL on her behalf to query this. AIL confirmed the details above but offered to send a second agent if Miss S had misunderstood and would like to be recovered to a local garage for a new tyre to be fitted. Miss S didn't call AIL to accept this offer and so, no further action was taken. But Miss S was unhappy with the service she received, so she raised a complaint.

Miss S was unhappy with the service she received from X and AIL. Miss S explained X had turned up to her later than she was told. And, that X left her stranded without a fixed tyre or recovery to a safe place when she was a significant distance from home. Miss S disputed X's version of events, saying she wasn't offered the chance to pay for a replacement tyre. So, she wanted to be compensated for the upset and inconvenience she was caused.

AIL responded to the complaint and upheld it. They accepted there was a 46-minute delay in X attending and so, paid Miss S £10 to recognise this and any upset this caused. But AIL were satisfied from the evidence they had available to them that X had followed the process they'd expect and that it was Miss S' own decision to make her own arrangements. So, they didn't think they needed to offer anything more. Miss S remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They explained they were unable to say for certain what happened when X attended Miss S' car. But they were satisfied AIL did offer to arrange for another attendance and recovery to a garage, should Miss S require this. And as Miss S didn't call AIL back to confirm this, they didn't think they could say AIL should've done something more. So, they thought the £10 paid for the minor was a fair one, and they didn't think AIL needed to do anything more on this occasion.

Miss S didn't agree. She felt the screenshots of text messages sent to her uncle supporting her version of her events. And she maintained that it was unreasonable for X to leave her

stranded in a restaurant car park so far from home, considering her own personal situation. So, Miss S maintained her belief that AIL should compensate her for the distress and inconvenience she was caused. As Miss S didn't agree, the complaint has been passed to me for a 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 done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss S. I recognise Miss S was some distance from home when her tyre deflated. And I can understand the worry and upset this would've caused. I can also appreciate Miss S paid an additional premium for the breakdown cover provided by AIL to help assist her in situations such as the one she found herself in. So, when AIL didn't provide Miss S with the support she was expecting, I can understand why Miss S would feel unfairly treated and want to be compensated for this.

But for me to say AIL should offer something more than the payment they've already made, I first need to be satisfied they have done something wrong that hasn't been adequately compensated for. So, I'd need to be satisfied AIL failed to act within the terms and conditions of the policy Miss S held. Or, if I think they did act within these, that AIL acted unfairly in some other way. And in this situation, I don't think that's the case.

I think it's important to note that, while X are a separate company to AIL, X were acting as an agent of AIL, on AIL's behalf. So, AIL are ultimately responsible for the actions of X in this claim.

Before I explain why I've reached my decision, I think it would be useful for me to explain what I've been able to consider, and how. In this situation, X and Miss S have differing versions of event on what was discussed when X attended Miss S' car on 5 April 2023. And as I wasn't present at the time, I'm unable to say for certain exactly what did happen.

I've seen AIL's system notes, which show X reported to them that Miss S had turned down the option of being recovered to a local garage for a new tyre to be fitted. And I've listened to a call between AIL and X, where X confirm the same.

Whereas I've listened to a call between Miss S' uncle and AIL, where her uncle states this option wasn't provided. And Miss S' testimony supports this, alongside messages she's sent which she feels shows she decided to make her own arrangements after X refused to assist her appropriately.

Based on the above, I think it's clear there was a misunderstanding between Miss S and X. But as I wasn't present at the time of the conversation between X and Miss S, I can't say for certain whose fault it was for this misunderstanding. But what I can be certain of is, that when AIL were made aware of this misunderstanding by Miss S' uncle after X had attended, they offered to send another recovery agent to Miss S to ensure she was recovered to a local garage for a replacement tyre to be fitted. And, that Miss S or her uncle didn't call back to utilise this option and instead made their own arrangements.

I can see within the terms and conditions of the cover Miss S held it states that where an

agent such as X is unable to repair the car at the roadside that they will either *“recover you, the vehicle and your passengers to our choice of local garage which is able to undertake the repair”*. Or, if the vehicle couldn't be *“repaired roadside or at a local garage within the same working day we will recover you, the vehicle and your passengers to your chosen destination”*.

In this situation, it's accepted the car couldn't be repaired at the roadside. So, I think the terms make it clear that at this point, the next option was to recover Miss S' car to a garage for the tyre to be repaired. In this case, the tyre needed to be replaced.

I think the terms also make it reasonably clear that recovery of Miss S, and her car, to her home address would only be considered if the car couldn't be repaired on the same working day. But considering Miss S' breakdown occurred early morning on a working day, and that AIL confirmed to her uncle on the phone that the replacement tyre was available at garages in the local area, I think the tyre was most likely able to be replaced that day and so, I don't think Miss S was, or would've been, eligible for recovery to her home address.

So, while I appreciate there may have been a misunderstanding between Miss S and X at the initial attendance, I do think AIL made it reasonably clear to Miss S through her uncle that her car could be recovered to a garage, in line with the terms of the policy. And as Miss S didn't utilise this option, I don't think I'm able to say AIL acted unfairly by not providing any further assistance. Nor do I think it would be fair for me to hold AIL responsible for any inconvenience Miss S encountered arranging for her own recovery and repair.

I note AIL have already accepted X initially attended later than intended and that this caused a delay of around 46 minutes which I feel is a minor delay. AIL paid Miss S £10 to recognise this delay, and the lost time. And I think this offer is a fair one which fairly takes into consideration the impact the minor delay had, while also recognising Miss S was parked in a safe place with access to food and toilet facilities. So, I don't think AIL need to do anything more on this occasion.

My final decision

For the reasons outlined above, I don't uphold Miss S' complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 7 August 2023.

Josh Haskey
Ombudsman