

The complaint

Mrs N complains about how Admiral Insurance Company Limited dealt with her claim on her vehicle breakdown cover policy.

What happened

Mrs N has breakdown cover for her car, provided by Admiral. In September 2021 she locked her car keys in the vehicle while her young child was inside. She called Admiral for assistance and it sent an engineer. The engineer was unable to gain entry to the vehicle to retrieve the keys, so a locksmith was called. They attended and were able to open the vehicle. This cost Mrs N £118.

Mrs N was unhappy with the service Admiral had provided and made a complaint. She said the engineer it sent out did very little to solve the problem and just waited for the locksmith. And the locksmith tried the same methods and was successful in getting access to the car. She said Admiral's engineer should have been able to complete the same action and if it had, she wouldn't have had to pay. Therefore she thought Admiral should reimburse the cost of the locksmith's services.

Admiral didn't uphold the complaint. It said its engineer doesn't hold the same specialist equipment that a locksmith does, so it wouldn't have been able to complete the same techniques. It also said that when the engineer attended Mrs N had already called a locksmith, so it was right that its engineer waited with her to allow the locksmith access to the car.

Mrs N wasn't happy with this response, she said the locksmith used the same method as the engineer and didn't use any specialist equipment. She also said she only called the locksmith after the engineer had tried and failed to get access to the vehicle. She thought the engineer should have done more to solve the problem and if it had the locksmith wouldn't have been needed. She brought her complaint to this service.

Our investigator considered the issues and recommended the complaint be upheld. He said he thought it most likely that the locksmith had been called after the engineer had failed to open the car, rather than before. And he said the technique carried out by the locksmith didn't involve using any specialist equipment, but was the same as the method used by the engineer. So he thought Admiral should pay the cost of the locksmith attending as this shouldn't have been necessary.

Mrs N accepted our investigator's recommendation, however Admiral didn't. It said the locksmith's attendance was required as its engineer didn't have the tools or techniques to solve the problem and this isn't guaranteed under the policy. It asked for the complaint to be reviewed by an ombudsman.

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.

Mrs N's policy states as follows:

'If your keys are locked inside your vehicle we will send a breakdown mechanic to assist you.

All other costs incurred will be at your expense.'

So I agree with Admiral that the policy doesn't guarantee the engineer that attends will resolve the issue without further costs. However I would expect the engineer to attempt to solve the problem in the first instance. So I've considered if Admiral treated Mrs N fairly.

There is very little evidence provided by Admiral and Mrs N. While a report was submitted by Admiral's engineer this contains very little detail about the action that was taken. And there is no detail provided by the locksmith. So I've considered what each side has said to decide what's most likely.

What is accepted by both sides is that the engineer attended and was unable to resolve the problem. Admiral has said that a locksmith had already been called when they attended however Mrs N disputes this. From considering everything, it seems unlikely Mrs N would have also called a locksmith, without first exploring a fix through insurance cover. So I think it most likely the locksmith was called once the engineer had said he was unable to assist.

Admiral also accepts that its engineer predominantly waited for the locksmith to arrive, rather than attempting a proactive fix. And from Mrs N's account the locksmith easily gained access to the vehicle by jamming the door open and using a rod to access the keys on the car seat.

While Admiral has said the reason a fix wasn't possible was due to specialist equipment used, they haven't disputed Mrs N's account of how the problem was resolved. And the method used matches what Admiral has said its engineer attempted themselves. From the description of the method used by the locksmith, I can't see that any specialist techniques or equipment were used. So it seems Admiral's engineer could have done more to assist Mrs N, and if it had it seems likely it could have resolved the problem.

It is also of note that Mrs N's young child was locked inside the car with the keys, so the experience caused Mrs N some significant distress. And this wasn't helped by the fact Admiral were unable to resolve the problem in the first instance.

So in summary, I don't think Admiral did enough to provide assistance to Mrs N in the circumstances. While the policy doesn't guarantee a fix, it is there to provide assistance and attempt to resolve the situation as far as possible. And from what I've seen, I don't think this was fulfilled. It seems most likely that if the engineer had been more proactive, the locksmith's service wouldn't have been required and Mrs N would have been saved the additional distress of waiting longer while her child was locked in the car. Based on this, I agree with our investigator's recommendation that Admiral reimburse Mrs N for the cost of the locksmith.

My final decision

For the reasons I've given, I uphold Mrs N's complaint and require Admiral Insurance Company Limited to reimburse Mrs N £118 for the cost of the locksmith.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs N to accept or reject my decision before 18 May 2022.

Sophie Goodyear
Ombudsman