

The complaint

Mr N complains about Admiral Insurance Company Limited's handling of his claim when he required assistance after an accident, under his roadside assistance policy.

What happened

In March 2021 Mr N was involved in an accident when driving his car. He contacted Admiral and spoke to its out of hours call handling service. He was told a recovery truck had been arranged to collect his car. Mr N says the call handler also told him the recovery driver would be able to provide him with transportation, and he'd be sent a text message with the expected time of arrival.

Mr N says he didn't receive a text message. When he called for an update, he was spoken to abruptly by the out of hours call handler. He says that when the recovery driver arrived, he was told only his car could be recovered due to Covid-19 restrictions. This meant he was left stranded and had to arrange his own transport.

Admiral says Mr N's policy provides recovery to the nearest point of safety with onward transportation links. But during the pandemic its recovery drivers weren't obliged to transport customers within the recovery vehicle. It says Mr N should've been told this over the phone and apologises if this didn't happen.

Admiral says that due to an I.T. upgrade no call recordings exist to verify what was discussed between its call handlers and Mr N. It says in the interest of fairness it upholds his complaint and apologises if the level of customer service Mr N received was below the standard it aims to provide. It offered £30 in compensation.

Mr N didn't think this response acknowledged the frustration and distress caused by the poor standard of service he received. He emphasised that this was at a time when he was in a vulnerable position, in the middle of nowhere at night with no street lighting having just been involved in an accident. Mr N referred his complaint to our service.

Our investigator upheld his complaint. She thought it was right for Admiral to apologise and provide compensation for its poor service. But she didn't think this payment was sufficient and thought a total payment of £60 was fairer.

Mr N didn't accept this outcome. He didn't think all his issues had been addressed. This includes a lack of communication and failure to call back when requested, a two-month delay in having his complaint responded to due to an email issue, and a general lack of care when responding to him including spelling his name incorrectly. Mr N asked for an ombudsman to review his complaint.

It has been passed to me to decide.

I issued a provisional decision in April 2022 explaining that I was intending to uphold Mr N's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr N raised a number of issues with Admiral. He hasn't included all these issues in his complaint to our service. My focus here is on the complaint issues that relate to the out of hours call handling service. Mr N received a separate complaint response from the company that operates the call handling service. But Admiral provides Mr N with this service as part of his motor insurance policy. So, it's ultimately responsible for the service provided by its out of hours call handler. I will refer to Admiral throughout my decision.

Mr N raised a number of concerns that relate to delays and poor service in the handling of his complaint about the roadside assistance he received. I'm sorry to hear of his poor experience, which includes the mis-spelling of his name. I can understand this must have been frustrating. However, handling complaints is not a regulated activity in itself. While I'm sorry to hear about the difficulty Mr N had in obtaining a response through Admiral's complaint process, I can't consider these points.

In its response to Mr N's complaint Admiral says his policy provides for recovery to the nearest point of safety with onward transportation links. I have read the policy terms provided but can't find any further information to confirm what's expected. Based on what Admiral says Mr N's policy should have provided him with transportation after his accident. I acknowledge pandemic restrictions were in force at the time and this meant it wasn't possible for Mr N to travel in the recovery vehicle. I wouldn't expect Admiral to do anything that put its staff in danger. But I do think it could've offered a reasonable alternative for him to be transported to the 'nearest point of safety with onward transport'.

There are no call recordings available, but I have no reason to doubt Mr N's recollection that he was told transportation would be provided or that he was spoken to abruptly when calling for an update on the recovery truck. In addition, Admiral doesn't dispute that Mr N didn't receive a text message as promised, confirming the recovery driver's time of arrival. When considering all this Mr N's view that he received a poor standard of service is persuasive.

I have thought about the impact Admirals poor service had on Mr N.

He was left in an unfamiliar area, having just been involved in an accident. This occurred at night on a road with no street lighting. I can understand why he found this distressing and felt let down by Admiral. Mr N had to arrange a taxi, which I think could've been arranged sooner had he been made aware he couldn't travel in the recovery truck. It's also clear Admiral didn't offer an alternative transport solution or assistance to Mr N.

Having considered all of this I don't think Admiral treated Mr N fairly. It was reasonable to offer him an apology and compensation. But I don't think £30 is fair given the distress and inconvenience Mr N was caused. I think a payment for £150 is fairer, minus any payment already made.

I said I was intending to uphold Mr N's complaint and Admiral Insurance Company Limited should:

- pay Mr N £150 compensation in total for the poor service provided.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Admiral responded to say that it had already paid £160 compensation to Mr N and didn't think it needed to pay anymore.

Mr N responded to say his complaint wasn't about Admiral but about the out of hours service provider. He says his complaint relates to customer service and the lies he was told.

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.

I acknowledge that Admiral paid Mr N £160 in response to the issues it investigated as part of Mr N's complaint. But in its final response letter it confirmed it wasn't going to consider the role the out of hours service played in Mr N not being given transportation. It referred this point to its out of hours service along with the point Mr N raised about not receiving a text message.

I considered these issues in my provisional decision. I explained that Mr N's policy was with Admiral not its out of hours service. So, although there may be an agreement between Admiral and its provider that it handles its own complaints, Admiral provides this service as part of its motor insurance policy. So, Admiral is responsible for the service provided.

I said I didn't think it was fair that no provision was made or offered to Mr N for transportation, "*to the nearest point of safety with onward transport*" as required by his policy. I had no reason to doubt Mr N's testimony that he was told he could expect transport or that he was spoken to abruptly by the out of hours call handler or that he should expect an SMS message, which wasn't sent.

Mr N was left in a vulnerable position. He had just been involved in an accident, it was dark, there was no street lighting and the he was in an unfamiliar area. I thought it was reasonable to expect that Mr N should've received a better standard of service, and assistance with transportation. Mr N was offered £30 compensation for this part of his complaint. I didn't think this was adequate to acknowledge the distress and inconvenience Admiral had caused. I thought a total payment of £150 for this aspect of his complaint was fairer.

Having considered the further comments provided, I'm not persuaded that my decision needs to change. Admiral didn't address these points in its complaint response. So, I think its fair it provides the compensation as set out in my provisional decision.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr N's complaint. Admiral Insurance Company Limited should:

- pay Mr N £150 compensation in total for the poor service provided.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 24 August 2022.

Mike Waldron
Ombudsman