

## **The complaint**

Mr M complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) provided a poor service and gave him misleading information which has caused him financial losses following a breakdown abroad.

Any references to Admiral in this decision include its appointed agents.

Mr M is being represented for the purposes of this complaint by his son. For simplicity I’ve referred to the representative’s actions as Mr M’s own.

## **What happened**

In March 2024, Mr M requested assistance under his European breakdown cover with Admiral, when he had issues with his vehicle whilst he was abroad.

When Mr M phoned to say his van wasn’t going over 35mph, he was told that it would need an assessment and diagnosis before it could be repatriated. He was also told that within two hours a mechanic would come and take a look at it and either fix the problem or take it to a garage for further repairs.

The van was taken to a garage for repairs to be carried out. Weeks later, the vehicle was still at the garage but Mr M hadn’t received any updates. He went to the garage and was told the repairs would cost over £1000.

Admiral then told Mr M that as the vehicle’s MOT had now expired his insurance was invalid. Mr M was unhappy about this as Admiral had taken too long to deal with the matter and had made mistakes along the way such as providing the wrong information about the need to diagnose the vehicle before repatriation. These delays meant Mr M had incurred further losses, including the loss of the van itself which was taken from the street due to the MOT expiring, and costs for the storage of his things.

So Mr M made a complaint. Admiral accepted it had not provided a good service to Mr M and offered £50 compensation, which it later increased to £200. It also said it would consider additional losses Mr M had incurred upon receipt of evidence of those costs. Mr M didn’t agree with Admiral’s response, so he referred his complaint to this service.

Our Investigator considered the complaint, and thought Admiral’s offer of £200 compensation and its agreement to look at any consequential losses, was fair and reasonable. But Mr M didn’t agree with our Investigator. He said his total losses were around £6,000. Our Investigator explained to Mr M that she agreed there had been consequential losses and that Admiral had said they’d look at evidence of these – and if Mr M wanted to forward this evidence to us, we’d ensure it was passed on to Admiral.

Mr M sent in some evidence of his costs. But because he remained unhappy with the outcome of the complaint, he asked for it to be looked at again. So the complaint has now come 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 upholding this complaint in line with our Investigator's recommendations. I'll explain why.

Mr M's policy with Admiral states:

*"if the vehicle cannot be repaired within 48 hours or by your intended departure date, whichever is the latter, we will arrange for you, the vehicle and your passengers to be transported either to your home address or if you prefer and it is closer; your original destination".*

I've also looked carefully at what happened. When Mr M spoke to an adviser he was told that repatriation could only be arranged once the vehicle had been assessed and diagnosed. This was incorrect and this information caused a significant delay while Mr M waited for his van to be inspected by the garage.

The information provided was incorrect, because the policy doesn't say repatriation is dependent on diagnosis of the vehicle's fault. No updates were provided during the time the van was in the garage. And Admiral's call handlers should've known that there was no requirement in the policy to wait until the fault had been diagnosed, in order to arrange repatriation. So I think the correct information should've been given to Mr M and repatriation should've been arranged sooner, in line with the policy terms.

It follows therefore, that I agree that Mr M has been caused distress and inconvenience as a result of Admiral's actions. He's said the time taken for diagnostics should have been hours, not the 25 days it took. I agree with him about this, because I don't consider 25 days to be a reasonable length of time for a diagnosis. I've considered the length of the delay in line with our usual guidelines on awards for distress and inconvenience, which Mr M can view on our website.

Given that the delay, and the associated impact on Mr M, lasted a matter of weeks, and caused him distress, inconvenience, disappointment and a loss of expectation, I think £200 is a reasonable amount of compensation in the circumstances. I should clarify that this is separate to any consequential losses Mr M has incurred, which Admiral has said it will consider. I think that's fair.

Mr M says his total losses are in the region of £6,000, but Admiral has said he hadn't provided the evidence to the Overseas Claims Team when Admiral asked for it. So it hasn't had a chance to consider these losses properly. Nonetheless, Admiral now has the evidence which we have sent to it by email on 3 December 2024, and I expect it to consider this evidence in a timely manner, providing a fair and reasonable offer to Mr M in respect of those losses. It should also add interest to any offer it makes, to reflect the amount of time Mr M has been unfairly denied of those funds.

If Mr M remains unhappy with Admiral's offer in respect of consequential losses, he will have the right to refer a further complaint to this service.

## **Putting things right**

Admiral Insurance (Gibraltar) Limited should:

- Pay Mr M £200 compensation in total for distress and inconvenience.
- Consider Mr M's claim for consequential losses in light of the evidence this service has provided, and provide Mr M with a timely, fair and reasonable offer for those losses incurred.
- Admiral should add 8% simple interest per annum to any offer it makes to Mr M for consequential losses, calculated from the date Mr M made the payment (or the date of loss) to the date of settlement.
- If Mr M remains unhappy with any offer put forward by Admiral, he is entitled to make a second complaint to Admiral for it to consider and respond to, after which he will be able to refer that complaint to this service if it remains unresolved, to be considered separately – subject to the usual rules and time limits that apply.

### **My final decision**

My final decision is that I uphold this complaint and I direct Admiral Insurance (Gibraltar) Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 January 2025.

Ifrah Malik  
**Ombudsman**