

The complaint

Ms V says that when her car wasn't driveable due to a puncture, the service provided by the repair / recovery agent of Admiral Insurance (Gibraltar) Limited was of poor quality.

What happened

Ms V asked Admiral's agent ('firm A') for help at around 7pm from her car park at work. Firm A outsourced the job, and a recovery driver from 'firm C' arrived at 8.30pm. As he wasn't able to repair the tyre, the terms of Ms V's policy stated that she should be taken to a location of her choice. Ms V wanted to be taken home (around 26 miles and half an hour away) but firm C took her to a service station 15 minutes' drive in a different direction from home instead. It told her that another recovery vehicle would complete the second part of the journey, but it emerged later that a booking for that hadn't been made.

Ms V arrived at the service station at 9pm. Firm A's recovery driver didn't arrive until 10.30pm, as the relay was only arranged when Ms V called firm A to query firm C's actions. Ms V says that as a lone female (in a car that wasn't driveable) she felt unsafe being left at an unfamiliar service station at night. She said she'd been told that the only other option was to be returned to the car park at work and join the end of the queue for recovery again. She was also told that when firm A's driver arrived for the second part of the recovery, he'd fit a temporary tyre. She says initially he refused but later he agreed. Ms V says she was given other misleading details by firm A during her calls with it. She finally got home after midnight, around five and a half hours after her initial call for help. Ms V says that as she had to get up at 5am (for on a 24-hour medical shift) she got insufficient rest that night.

Firm A accepted that there was a delay in attending the breakdown, and that it wasn't necessary to take Ms V and her car to the service station. It also accepted that Ms V was given incorrect information about car hire, and that the call handler who logged her complaint said in error that the service station was on the way to her home destination. Initially, Firm A offered Ms V £30 compensation, which was raised to £100 after she complained to us.

One of our Investigators reviewed Ms V's complaint. He thought £200 compensation would better reflect the impact on Ms V of being left at the service station alone at night for a further one and a half hours, and the effect on her the next day of the delayed recovery. Firm A strongly objected to the increase in compensation. It accepted that time had been wasted by its lack of strategic planning and by the incorrect information it had given to Ms V. But it said £200 was at the higher end of our guidance on compensation and hadn't been justified.

The Investigator said the increase was relatively minor. He said firm A hadn't fully understood the impact on Ms V, especially in being taken from a place where she felt safe to one where she didn't, for a protracted period. Firm A said although Ms V shouldn't have been moved to the service station, it was open at the time, and if she felt unsafe she could have called a taxi, or the emergency services. Firm A said in order to justify an increase, it would expect to see evidence of Ms V being left where there were no facilities, or of missed work / appointments. It also said there was a pattern of our Investigators awarding £100 or more in proactively settled cases, with no rationale.

As there was no agreement, the complaint was passed to me for review.

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.

We consider each complaint on its own merits, so the decisions made by Investigators in other cases are irrelevant to this one. £200 isn't at the higher end of our compensation guidance. We think it's reasonable to award sums at or around that level when a series of small errors (or one large error) has an impact on a consumer that lasts from a few hours onwards. In determining what's reasonable, we consider whether a business or its agents caused the consumer inconvenience, distress and / or loss of expectation, and if so, the degree to which an impact was felt by the consumer. Had Ms V been left somewhere with no facilities, or had she missed work or appointments (which firm A thinks would have justified £200 compensation) I would have awarded her far more than that sum.

Ms V expected to have to wait for someone to attend the scene. But she also expected her car then to be repaired or for it to be taken home, so she could have it repaired the next day. I think that was in line with the terms of her policy and with what firm A's first advisor told her. But firm A referred the job to firm C, it seems without checking that her car would be taken home if it couldn't be repaired. Apparently, firm A had no knowledge of or control over the decisions made by firm C. I think that's worrying when firm A is committed to providing its services to consumers, directly or otherwise. Had Ms V been told in the hospital car park that firm C wasn't taking her car home, she could have been saved much time and distress, as she could have left the car there safely and taken a taxi home. Alternatively, she could have remained where she felt safe and awaited firm A's next recovery vehicle.

I can see why Ms V queried the two-stage journey that firm A told her was a normal part of the recovery service. She might have accepted it had the first part of the recovery taken her closer to home, rather than in another direction. But what happened made no sense. Neither firm C nor firm A could explain it. And it still isn't clear why, once it had been decided that the journey home for Ms V would be in two parts, the second part wasn't booked at the time. Firm C knew it would get her car to the service station in around 15 minutes, so I think it could have been done easily. Yet it was left to firm A to book it, but only after Ms V had complained to it about the recovery's first stage. Firm A has since accepted that Ms V should never have been taken to the service station, but she had to deal with all the confusion, frustration, and inconvenience that being taken there caused.

I don't think firm A understood why Ms V was worried about being left alone at a service station late at night. She raised the issue several times in the calls, and in my opinion the response she got was dismissive. I think that added to her distress during the 90-minute wait she had there alone, with a car that wasn't driveable. Firm A insists it was a safe location, but I think many sole females would have been nervous. In addition, I don't think firm A appreciated the worry Ms V had about getting home so late that her work would be affected the next day through lack of sleep. She mentioned it several times during the calls, but the advisors didn't seem to pick up on it. I think it was a reasonable concern, and that it's very likely that tiredness must have had some impact on Ms V.

In my opinion, taking everything set out above into account, £100 is insufficient to compensate Ms V. I don't think the lack of customer support to her (as required by the Consumer Duty) was fully appreciated by firm A. In my opinion, it would be more than justified (as well as fair and reasonable) for Admiral to pay Ms V £200 compensation.

My final decision

My final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to pay Ms V £200 compensation in total for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms V to accept or reject my decision before 30 April 2025.

Susan Ewins

Ombudsman