

## The complaint

Mr M complains Admiral Insurance (Gibraltar) Limited (Admiral) unfairly recorded an incident on his motor insurance record.

## What happened

Mr M was driving his car and whilst going over a speed bump in the road he braked and a part on his car broke leaving it undrivable. He called a roadside recovery service to move his car and was told to contact his insurance company.

Whilst reporting the incident to Admiral, Mr M said the roadside recovery company he had called out said it could help, so he said he didn't need help from Admiral and ended the call. The car was towed to his home address by the roadside recovery company.

Mr M found out the incident had been recorded on his insurance record. He said this had affected policy premiums on another car. Mr M feels this is unfair as at no point had he made a claim or requested assistance. He said the issue was a mechanical failure only. He wants the record of the incident removed.

Admiral said Mr M was obliged to tell it of any incidents as per the terms of his policy. And based on the circumstances he told them about it was recorded as an incident rather than a breakdown, because something was hit which had resulted in the breakdown.

Because Mr M was not happy with Admiral, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Admiral had recorded the incident to fairly reflect the circumstances provided to it by Mr M at the time. They were satisfied Admiral accurately recorded the incident as *notification only* under the category of *insured hit object*.

As Mr M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## 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.

When looking at complaints relating to damage to a vehicle, our service can't determine how the damage occurred. Instead what we look at is the information the insurance company relied on to make its decision.

I listened to the call made by Mr M to Admiral's claim line. He said he'd been advised by the recovery company to contact his insurer, because it had deemed the incident to be an accident. Admiral's agent asked for details of what had happened. Mr M said he hit a speed bump, and the *wishbone* part had snapped in half and the tyre of his car was bent outwards.

He explained his car needed to be lifted rather than it being towed and the roadside recovery company were unable to do this. Admiral's agent said he could organise this. The agent explained it would be considered an incident because he hit the speedbump. Whilst on the call with Admiral Mr M also spoke to the recovery company who told him they may be able to recover the car for him. Mr M asked Admiral how long it would take for it to organise recovery, and Admiral was not able to provide a time. Mr M told Admiral he would call back if he needed Admiral's help. Admiral's agent said he would send some correspondence and told Mr M to let Admiral know if he were making a claim or not making a claim and it would deal with it either way.

I saw Mr M contacted Admiral a few days after the call and asked for the claim to be closed.

Later in 2024 Mr M contacted Admiral to ask why it had recorded an incident in April 2024 when he hadn't made a claim. Admiral told him such incidents are recorded as *notification only*, if a claim is not being made. Mr M said there should be no record of any incident as it was mechanical failure only.

Admiral gave Mr M the opportunity to provide evidence that it was only a mechanical fault and said it would review this information. He provided an invoice and notes from a garage which was reviewed by one of its in-house engineers. The engineer advised the wishbone only typically snaps/breaks as a result of hitting something. And even if there was previous wear and tear making the wishbone weaker an incident still needed to be noted.

I am persuaded this makes this an incident and not a breakdown. This means as per the terms of Mr M's policy it needed to be reported by Mr M and recorded by Admiral.

I looked to see how the incident was recorded by Admiral and the evidence shows it recorded it as *notification only*, under the category of *insured hit object*. Because Mr M reported the damage happened when he hit the speed bump, I think this is fair. I saw the claims and underwriting exchange database (CUE) shows the incident recorded as *no claims discount (NCD) allowed* and *no costs incurred*. I am satisfied this is fair.

Mr M said recording this has resulted in increased motor insurance premiums on another vehicle. He said if he had known it would result in an incident being recorded on his motor insurance record he would never have made the call to Admiral, and it wouldn't have known about it. However the terms of his policy require him to notify Admiral of any incidents. The terms say;

*"Notifying us of an incident*

*If you or your vehicle are involved in any type of incident, regardless of fault, you must:*

- *Tell us about it within 48 hours".*

Although I recognise Mr M will be disappointed, I don't uphold his complaint and don't require Admiral to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 July 2025.

Sally-Ann Harding  
**Ombudsman**