

The complaint

Mrs B complains Admiral Insurance (Gibraltar) Limited (Admiral) caused damage to her car. And that it had unfairly charged for the recovery of the car.

Admiral are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Admiral have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Admiral includes the actions of the intermediary.

What happened

Mrs B's car was mis-fuelled with almost a full tank of petrol in error, instead of diesel. The car started and was driven before breaking down at the roadside. She called Admiral to obtain roadside assistance because this was part of her motor insurance policy.

The car needed specialist lifting equipment to move it which Admiral said was not covered under the terms of her policy. Alternative recovery was organised, and the car was recovered to Mrs B's home address at her own cost.

The following day Admiral's fuel assist team attended to drain the incorrect fuel. The correct fuel was then added, and the car engine started. Later the same day Mrs B again contacted Admiral for assistance because the car wouldn't start. It organised for the car to be recovered to a garage.

The car required a number of repairs. Mrs B said the damage had been caused by Admiral's fuel assist technician when he drained the fuel and restarted the car. She said Admiral should pay the cost of the repairs and the cost for recovery. Admiral said the damage was caused as a consequence of the car being driven after it had been mis-fuelled and it wouldn't cover the cost of the required repairs.

Because Mrs B was not happy with Admiral, she brought the complaint to our service.

Our investigator did not uphold the complaint. He looked into the case and was persuaded the damage to the engine of Mrs B's car was most likely to have been caused by the car being started and driven after it had been mis-fuelled.

As Mrs B 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.

Recovery

Admiral sent one of its approved recovery partners to recover the car. On arrival the technician was unable to select a neutral gear on Mrs B's car to enable it to *roll* and therefore it couldn't be *pulled* on to the recovery vehicle. Specialist lifting equipment was needed. Another Admiral recovery technician also attended and agreed the car needed to be lifted rather than towed to the back of a recovery vehicle. Admiral said this specialist recovery wasn't covered under the terms of Mrs B's policy. It provided details of a recovery service and Mrs B organised and paid for her car to be recovered back to her home address.

I looked at the terms of Admiral's policy and it says:

"Section 6: What is not covered

12: Service where your vehicle is not accessible or cannot be transported safely and legally using a standard recovery vehicle or requires specialist equipment."

This means the specialist recovery required to *lift* Mrs B's car wasn't covered under the terms of her policy and I cannot fairly tell Admiral to cover the cost for this.

Damage

When looking at complaints relating to claims for 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 saw when Admiral's recovery technician attended Mrs B's home address on the day after the breakdown the incorrect fuel was drained from the fuel tank, the fuel lines were cleared, and it was re-fuelled with ten litres of diesel. The car started at this time.

When the car failed to start later in the day Mrs B requested recovery again. I saw the technician who attended reported the car had been drained but was not starting and they thought there was another fault but was not sure what it was. The car was recovered to a garage on 4 September 2024, where I understand repairs were undertaken.

Mrs B asked Admiral to cover the cost of these repairs. She said she had seen Admiral's technician spray the car engine with *easy start* and the garage said this had caused the engine damage. Admiral undertook its own investigations into the cause of the damage and repairs undertaken. I saw this included review of the garage invoice in addition to evidence from the roadside recovery technicians.

The repair invoice from Mrs B's chosen repairer, dated October 2024, included costs to investigate and repair damage to the car engine. It attributed this damage to being caused by the use of too much *easy start* by the roadside recovery technician. Admiral said the technician firmly denies he used it. I saw it did try and obtain CCTV footage, but due to the claim being made a month after the attendance of the roadside recovery technician this was no longer available. Admiral said even if *easy start* had been used it wouldn't have caused the damage reported. It concluded because the car had been mis-fuelled and then driven causing the engine to cut out and not start again, the damage to the car engine parts would already have been done by the time it attended.

In this case Mrs B called Admiral because her car engine had stopped working. Therefore there was an issue with the car engine prior to any intervention by any of Admiral's technicians. A fault was found with the gears at the roadside, and the car wasn't able to be pulled on to the recovery vehicle due to this. I am therefore persuaded it is most likely the damage to the car engine was caused by it being driven with the wrong fuel in the engine.

Although I recognise this has been a significant cost to Mrs B due to the human error in filling the car with the incorrect fuel and I am very sorry for this, I don't uphold this 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 Mrs B to accept or reject my decision before 29 July 2025.

Sally-Ann Harding
Ombudsman