

The complaint

Mr B complains that Admiral Insurance (Gibraltar) Limited mishandled his claim on a breakdown insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a hatchback car, made with manual transmission and first registered in 2016.

According to its MOT history, the car passed a test on 24 October 2023 with a recorded mileage of about 87,000. The certificate was for a year, expiring on 23 October 2024.

Mr B acquired the car not later than 27 October 2023 (the date of its most recent V5 registration document).

For the year from mid-August 2024, Mr B had the car insured on a comprehensive policy with Admiral.

For the same period, Mr B also had Admiral's breakdown cover. That included "Home Assist". Admiral's breakdown cover terms named a subsidiary of a motoring organisation as the administrator and supplier of service.

For the year from late August 2024, Mr B also had extended warranty cover for the car. Admiral wasn't the provider of the warranty.

On 23 September 2024, Mr B contacted the warranty provider and booked an MOT test for 23 October 2024.

However, on about 10 October 2024, Mr B found that he couldn't select a gear or drive the car off his drive at home.

On 15 October 2024, Mr B made a claim to the warranty provider. It sent an engineer who inspected the car and wrote a report dated 16 October 2024. That included the following:

"We consider most probable cause of the condition is wear and deterioration of the concentric slave cylinder, accelerated by wear of the dual mass flywheel bearing"

At around the same time, Mr B and the warranty provider postponed the MOT test that had been booked for 23 October 2024.

On about 23 October 2024, the warranty provider declined to fix the car. The MOT certificate expired on that day.

Mr B contacted a repair garage. He had to wait until it had ordered parts and was ready to fix the car.

On 4 November 2024, Mr B contacted Admiral's breakdown line to ask it to arrange a recovery vehicle to take the car to the repair garage.

Much of the complaint is about acts, omissions or communications of the motoring organisation as the administrator and supplier of service on behalf of Admiral. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of Admiral.

Admiral said that it couldn't help free of charge under the policy because the MOT had expired. Admiral also mentioned Mr B's delay in contacting it about the breakdown. Admiral asked for a "pay for use" recovery fee of £157.86 and Mr B paid it on his credit card.

Admiral sent a recovery vehicle to take the car to the repair garage.

On 5 November 2024, Mr B complained to Admiral that it should refund him.

By a final response dated 11 November 2024, Admiral turned down the complaint. It referred to a policy exclusion as follows:

"Section 6: What is not covered

This policy does not cover the following:

...

26. Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport."

On about 12 November 2024, Mr B brought the complaint to us. He asked us to direct Admiral to refund the £157.86 and a transaction fee of £3.00 on his credit card, plus interest and compensation for distress and inconvenience.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. The investigator thought that it would be unfair for Admiral to charge this fee because the incident occurred before Mr B's MOT date. The investigator recommended as follows:

"• I think it's reasonable for Admiral to refund the cost of £157.86, as this is the reason for the complaint, and we have established we don't believe this should have been charged given the circumstances of the case, as well as the £3.00 credit card charge applied

• I also think it is reasonable to refund any interest to Mr [B] that has accumulated on his credit card and with 8% simple interest. When we are awarding interest. This is to recognise that the consumer has been unfairly deprived of money during a period, which was through no fault of their own

• I feel Admiral should also pay Mr [B] further compensation of £100, to reflect the distress and inconvenience caused. Typically, when a business's actions have resulted in some acute stress lasting hours at the lower end – or have had a milder impact across a few days, or even weeks. There has been some inconvenience caused, a lower level of distress, disappointment, and a loss of expectation regarding Mr [B]'s breakdown."

Admiral disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint.

After considering all the evidence, I issued a provisional decision on this complaint to Mr B and to Admiral on 28 May 2025. I summarise my findings:

I was not minded that Admiral treated Mr B unfairly by asking him to "pay for use".

Subject to any further information either from Mr B or from Admiral, my provisional decision was not to uphold this complaint. I didn't intend to direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Mr B disagreed with the provisional decision. He said the following:

"1. I informed my warranty provider of the breakdown, they insisted in sending out an independent technician. This caused further delays. When the vehicle was eventually repaired it was determined that the slave cylinder had snapped, causing additional damage to the flywheel and clutch plate.

2. In Admiral's rejection email (attached) the reason I was given was the following: "I have reviewed our internal system and checked the breakdown and can confirm as your vehicle did not have valid MOT we could not send out a...patrol to assess the fault as your vehicle is deemed unroadworthy and illegal.

I can confirm it is stated in the Admiral Terms and Conditions booklet on page 14 under what is not covered - point 26 - Assistance if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport."

Bolded emphasis is mine.

I have attached this document (AD-054-008-Breakdown-Cover.pdf)

Breaking down each point of that paragraph:

***Illegal** - My vehicle was not illegal. Having an expired MOT, parked on private property is not illegal.*

***Untaxed:** My vehicle was taxed*

***Uninsured:** Not applicable as my insurance was up to date.*

***Unroadworthy:** Possibly due to snapped slave cylinder - But then surely any vehicle broken down at the side of the road could be considered unroadworthy. I believe this section of their clause is unfair as they could deny anyone requiring assistance at the side of the road.*

***Dangerous to transport:** I don't believe my vehicle would have been dangerous to transport.*

So which point above are they relying on to deny this?

By their own admittance, due to the expired MOT, they would not even have sent a patrol vehicle to assess the breakdown.

3. The Ombudsman's comments that he doesn't "find that Mr B asked Admiral to recover his car to "the nearest garage...able to undertake the repair". Rather he asked it to recover his car to a specific garage where he had already ordered a part (probably a slave cylinder). And that garage wasn't in his home town, so I don't accept that it was the nearest that was able to undertake the repair"

I had phoned up my local [car-maker] repair centre; they were unable to book in the vehicle in a short timeframe, and was quoted 3-4 week wait time, so I went on a website... to find available VAT registered mechanics who could quote and repair my vehicle in a short period of time as I had already been without a vehicle for over two weeks. None of the local garages were interested in quoting/doing the repairs, so I eventually chose one in a nearby town. A distance of about 9 miles away. However, I find this point moot, as I had already been declined assistance before I had even given the location of the garage.

4. Coverage under "Nationwide Recovery":

The slave cylinder, flywheel and clutch plate needed replacing. The vehicle is a 2016 model. I live in a small market town. I struggle to believe that any local garage would have all three components needed for the repair to be done on the same day, when

even the local [car-maker] garage was unable to assist me. Due to the nature of the breakdown, I can confidently say the vehicle could not have been repaired at the roadside, as mentioned in the terms, and each local garage I had spoken to had said they'd need to order the parts in, therefore it would not have been possible to repair the same day as calling the recovery service. With these points, I believe I had met the conditions for recovery of the car to the closest garage willing and able to repair my car in a short time period. A quick Google estimates between 6 and 10 hours to replace these, so no chance to order in and repair in the same day. I had found the whole issue of the warranty company declining my claim, and then having to be charged to have my vehicle recovered to a location to be repaired very stressful and costly. I was already facing a repair bill of over £1000, and then trying to do everything correctly, only to be denied breakdown cover and being forced to pay for something which I believe I should have been covered for, I found that unacceptable. In Admiral's final decision email to me responding to my complaint, they rely on terms which are not applicable to my case, as already shown above. I therefore respectfully request the Ombudsman relook at the facts and rethink the provisional decision."

Our investigator incorrectly said that I had issued a final decision, the last stage in our process.

Mr B responded as follows:

"I highly doubt the Ombudsman took any further time to rethink the additional evidence I put forward in the last couple of hours since he would have received this. Disappointing service from yourselves in the length of time taken & lack of understanding of the case. As the amount is such a small amount, I won't take this further with yourselves"

The investigator closed the file. I asked him to reopen it as I hadn't considered Mr B's additional information in response to the provisional decision.

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.

Admiral's motor policy terms included the following:

"General Conditions

1. Your duties

The cover in this policy is valid providing:

you... have kept to all the terms and conditions of the policy

...

2...

3. Care of your vehicle

You must...

- make sure your vehicle is roadworthy*
- If applicable make sure your vehicle has a current MOT certificate*

...

Failure to comply with the above may affect the amount you are able to claim, result in the claim being refused and/or your policy being cancelled"

From that, I find that the motor policy said that if the policyholder hadn't made sure that the vehicle was roadworthy or hadn't made sure that the vehicle had a current MOT certificate,

then there were possible consequences, including the refusal of a claim. However I don't consider that the motor policy term said that that vehicle was uninsured.

By 4 November 2024, the car had suffered a breakdown. I agree with Mr B that having the car on his drive without a current MOT certificate doesn't make the car "illegal". I haven't seen enough evidence to say that the car was "*deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport.*"

Mr B had "Roadside Assistance Cover" but that didn't cover breakdowns at his home. In addition, Mr B had "National Cover" which included "Home Assist" and "Nationwide Recovery".

The breakdown cover terms included the following:

"Home assist

We will send a patrol to your home address or within a quarter of a mile radius of your home address in the event of a breakdown. If, in the opinion of the patrol, they are unable to repair your vehicle at the roadside, the vehicle and your passengers will be recovered to the nearest garage which is able to undertake the repair."

I don't find that Mr B asked Admiral to recover his car to "*the nearest garage...able to undertake the repair*". Rather he asked it to recover his car to a specific garage where he had already ordered parts (including a slave cylinder). And that garage wasn't in his home town, so I don't accept that it was the nearest that was able to undertake the repair.

So I don't consider that Admiral was obliged to recover the car to the garage of Mr B's choice under "Home Assist".

The breakdown cover terms also included the following:

"Nationwide recovery

If your vehicle cannot be repaired at the roadside or at a local garage within the same working day we will recover you, the vehicle and your passengers to your chosen destination within the territorial limits (UK). Any recovery must take place at the same time as the initial callout otherwise you will have to pay for subsequent callout charges. If your vehicle requires recovery, you must inform our rescue controller of the address you would like the vehicle taken to."

I find it likely that on 4 November 2024, Mr B's chosen garage had told him that the spare parts had arrived and it was ready to do the repair – and that was why Mr B called Admiral asking it to take the car to that garage that day. So I find it likely that a local garage could repair the car within the same working day as Mr B called Admiral.

For that reason, I don't consider that Mr B had met the conditions for recovery of the car to his choice of destination in the UK.

Mr B's response to the provisional decision

I have no reason to doubt Mr B's statement that the slave cylinder had snapped, causing additional damage to the flywheel and clutch plate.

I accept that the breakdown and the involvement of the warranty provider took up time and delayed the MOT test.

Mr B understandably refers to Admiral's exclusion of cover if the vehicle is deemed to be illegal, untaxed, uninsured, unroadworthy or dangerous to transport. However, I've looked at what Admiral's policy did cover.

I accept that there were reasons why Mr B chose a garage outside his home town. And I have no reason to doubt his statement that Admiral declined to assist before he gave the location of that garage.

However, the location of that garage is not a moot point as Mr B complained that Admiral should reimburse the fee for recovering his car to that garage. And "Home Assist" covered the recovery of the car to the nearest garage able to undertake the repair, rather than the garage of Mr B's choice. From Mr B's response, there was a more local garage that was able to do the repair, albeit on a longer timescale.

I accept that it's unlikely that any garage would've had all the parts to repair the car on the same day that Mr B first contacted it.

However, Mr B's response doesn't deny my provisional finding that he didn't contact Admiral until his chosen garage could repair the car within the same working day. So I don't consider that "Nationwide recovery" covered recovery of the car to his chosen destination.

Conclusion

Overall, I don't conclude that Admiral treated Mr B unfairly by asking him to "pay for use". Therefore I don't find it fair and reasonable to direct Admiral to refund Mr B or to pay him interest or compensation.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance (Gibraltar) Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 July 2025.

Christopher Gilbert
Ombudsman