DRN-5625259

The complaint

Mr T and Mrs T complain about the quality of service from their insurer, Admiral Insurance (Gibraltar) Limited (Admiral), under the breakdown cover section of their motor insurance policy in respect of a breakdown to their vehicle while they were on holiday. Admiral were the insurer of Mr T and Mrs T's motor insurance policy, with breakdown services provided by a separate firm (A).

References to Admiral in this decision include their agents, which in this case are A as the breakdown services provider engaged to provide breakdown assistance. Specific references are also made to A in describing events in this case.

What happened

The following is a summary of events in this case, which are well known to Mr T and Mrs T and to Admiral. In summarising the events, I acknowledge Mr T and Mrs T, and Admiral differ in their versions of the detail of what happened, which I've set out where appropriate.

In October 2024, Mr T and Mrs T were on holiday within the UK when their vehicle had a problem. They were able to drive slowly back to their hotel from where they called the breakdown services provider (A) for assistance. An agent from A attended, although later than Mr T and Mrs T had been led to expect and confirmed they would need to arrange for the vehicle to be recovered back to Mr T and Mrs T's home, as he wasn't able to fix the problem. The recovery agent noted the relevant details from Mr T and Mrs T, including having two dogs travelling with them. Mr T and Mrs T said they were told it wouldn't be a problem for the dogs to travel in the recovery vehicle on the journey home (though Admiral say they were told the decision would be at the recovery driver's discretion). The recovery back home was scheduled for two days later, allowing for Mr T and Mrs T to complete their stay at the hotel.

However, on the scheduled recovery day, Mr T and Mrs T had a call from a separate recovery firm to say they would be coming to carry out the recovery, albeit to a different location from where recovery to Mr T and Mrs T's home would need to be arranged. However, when Mr T and Mrs T mentioned their dogs needing to travel in the recovery vehicle, they were told the dogs would have to travel in Mr T and Mrs T's vehicle.

Mr T and Mrs T said this wasn't acceptable and would cause their dogs significant distress, so they cancelled the scheduled recovery. A said they would try to arrange recovery with a recovery agent that would allow the dogs to travel in the recovery vehicle, but this might take some time (Mr T and Mrs T disputed they were told this, saying they were told A couldn't find a driver willing to take the dogs in the recovery vehicle). A offered to contribute towards the cost of Mr T and Mrs T to travel home by train and recover their vehicle separately. But if they chose to make their own arrangements, it would be at their expense. Mr T and Mrs T decided to make their own recovery arrangements, with a garage local to their home, for which they were charged £600 (plus VAT) for recovery of their vehicle. They also stayed on at the hotel for an additional night, at a cost of £399, as the garage couldn't recover their vehicle until the following day.

When they asked Admiral to cover the additional costs of the recovery and hotel stay, Admiral refused, saying they had been trying to arrange recovery to their home and had offered alternatives. Unhappy at Admiral's decision, they complained.

Admiral upheld the complaint in part. In their final response they said there was a delay in their initial attendance at the breakdown, for which they apologised and awarded £75 compensation. But they didn't uphold the element about the subsequent recovery driver refusing to carry Mr T and Mrs T's dogs in the recovery vehicle and Admiral then declining to cover the cost of Mr T and Mrs T's own recovery arrangements. They said the policy terms and conditions stated it was at the recovery driver's discretion whether to allow dogs to travel in the recovery vehicle. And it was Mr T and Mrs T's decision not to allow their dogs to travel in their own vehicle, then making their own recovery arrangements and declining the recovery options offered.

Mr T and Mrs T challenged Admiral's final response, complaining to senior management. But Admiral maintained their position on the complaint. Admiral did subsequently, shortly after Mr T and Mrs T complained to this Service, acknowledge they had provided incorrect information to Mr T and Mrs T during their investigation of their complaint (about a recovery agent attending on the scheduled recovery date, which wasn't the case). They awarded a further £75 compensation, making a total of £150. But they continued to maintain they wouldn't reimburse the cost of Mr T and Mrs T's own recovery arrangements.

Mr T and Mrs T then complained to this Service. They said they'd been advised by the first recovery agent who attended the breakdown that their dogs would be travelling with them in the recovery truck for the scheduled recovery two days later. As this didn't happen, they had to arrange their own recovery involving the cost of recovery and an additional night's stay in the hotel. They wanted Admiral to reimburse the costs they'd incurred. They'd also been misled by Admiral during the investigation of their complaint.

Our investigator upheld the complaint, concluding Admiral hadn't acted fairly. She set out the sequence of events, concluding Mr T and Mrs T were given misleading information initially by the recovery agent that subsequent recovery would include their dogs travelling in the recovery vehicle cab. While there was a loss of expectation when this wasn't provided, the policy terms didn't guarantee pets would travel in the recovery vehicle. Admiral also tried to arrange alternative options, so she concluded it wouldn't be reasonable to hold them responsible for the cost of the recovery arrangements made by Mr T and Mrs T. The policy also didn't cover costs or expenses not authorised by Admiral.

However, the investigator also considered the loss of expectation by Mr T and Mrs T and a lack of communication from Admiral on the day of the scheduled recovery, having to make multiple calls to find out what was happening. Only to find out their dogs would not be travelling in the recovery vehicle as they had been led to believe. The investigator also noted Mr T and Mrs T had to chase Admiral to speak to the initial recovery agent when investigating their complaint, about what had happened on the initial attendance, adding further stress. The investigator thought Admiral should make a further compensation award (£150) making a total of £300.

Mr T and Mrs T disagreed with the investigator's view and requested that an ombudsman review the complaint. They said the initial recovery agent hadn't said it would be at the driver's discretion whether their dogs would travel in the scheduled recovery vehicle. Had he done so, they wouldn't have accepted this as they wouldn't have allowed their dogs to travel anywhere other than with them. Had they known this, they would also have had their vehicle repaired locally to their holiday location. Nor was it clear from the relevant website, that it was driver's discretion whether pets were transported in the recovery vehicle, when they had been told by the initial recovery agent their dogs would travel with them in the recovery vehicle. And Admiral had stated wrongly that the second recovery driver attended their location on the scheduled recovery date.

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.

My role here is to decide whether Admiral have acted fairly towards Mr T and Mrs T. In doing so, I'd want to reassure Mr T and Mrs T I've considered all the information provided about the case and their complaint. While I may not comment specifically on every point of detail, I've set out what I think are the key aspects of the case and the conclusions I've drawn.

There are several issues in Mr T and Mrs T's complaint, but the key is that they say they made Admiral (and A) aware of the need for their dogs to travel with them in the recovery vehicle when A first attended the breakdown. And they were told this wouldn't be an issue. However, when the [separate] recovery firm contacted them on the day of the scheduled recovery, they were told the dogs couldn't travel in the recovery vehicle. Mr T and Mrs T thought this was unacceptable, not just because of their concerns for their dogs' welfare, but because they had been told it wouldn't be an issue. In the circumstances, they didn't want to accept alternative recovery options offered by Admiral and made their own arrangements for recovery, which they want Admiral to reimburse.

Admiral say they tried to make alternative arrangement for recovery to accommodate Mr T and Mrs T's request their dogs travel in the recovery vehicle, but the policy terms and conditions state that this is a decision at the recovery driver's discretion and not guaranteed.

I've considered the sequence of events, including those where Admiral and Mr T and Mrs T differ in what was said. These include whether the initial recovery agent said that the dogs could travel in the recovery vehicle cab (Mr T and Mrs T's view) or whether he said it would be at the recovery driver's discretion (Admiral's view, when they subsequently asked the agent what they had said to Mr T and Mrs T, as part of their investigation of their complaint). Even accepting Mr T and Mrs T's version of what they were told, the policy terms and conditions don't guarantee pets will be transported in the recovery vehicle. Admiral refer to the relevant wording appearing under *Section 7: Conditions of your policy* as follows:

> "9. The transportation of animals will only be undertaken if the animal is secure and the patrol determines it is safe to do so in the normal recovery service. We will endeavour to help arrange alternative transport, but you will need to pay for this service immediately by credit card or debit card."

Mr T and Mrs T, in their exchanges with Admiral, also point to the relevant website and the following statement:

> "**What happens when you break down with pets on board**
>
> *…It is at the discretion of the Patrol, and solely at the owner's risk, to allow your pet to ride with you in the recovery vehicle or in the towed vehicle.*
>
> *In most cases, your pet will be accommodated in the recovery vehicle. However, on some occasions, they may need to ride in the towed vehicle due to individual health and safety reasons, like if one of our drivers has an allergy."*

Similar wording is also included in a separate explanatory note from Admiral about the breakdown cover option, that pets can travel in the recovery vehicle if the recovery agent thinks it safe to transport the pet.

Looking at the wording of all these sources, I think it reasonable to conclude that while pets can, in most cases, be accommodated in the recovery vehicle, this isn't guaranteed, and it would be at the recovery driver's discretion. So, in the circumstances of this case, while Mr T and Mrs T formed a clear expectation their dogs would travel in the recovery vehicle from the initial recovery agent who attended, the recovery driver on the day (an alternative recovery agent sourced by A, rather than from A themselves) declining to do so isn't outside the policy terms, so I can't conclude it was unreasonable.

But I think there was a clear loss of expectation on the part of Mr T and Mrs T, that the scheduled recovery would include their dogs travelling with them in the recovery vehicle. Which, when they were contacted by the recovery agent on the day, wasn't the case.

The issue then is whether Admiral acted reasonably in offering to make alternative arrangements for recovery, either through public transport for Mr T and Mrs T (and their dogs) with separate recovery of their vehicle or seeking to arrange recovery later in the scheduled recovery date (though without a guarantee the dogs could travel in the recovery vehicle). Mr T and Mrs T didn't accept either option, deciding to arrange their own recovery through a garage near to their home (and staying an additional night in the hotel as the local garage couldn't recover the vehicle until the following day).

While I recognise their reasons for wanting the dogs to travel with them in the recovery vehicle, Admiral having offered alternatives (which Mr T and Mrs T declined) means I don't think it's reasonable to then expect Admiral to pick up the costs involved in Mr T and Mrs T making their own arrangements. I've also noted the policy terms and conditions also include a statement that alternative arrangements have to be authorised by Admiral (in advance).

However, while reaching this conclusion, it's also clear Mr T and Mrs T formed a clear expectation (from the initial recovery agent attendance) that their dogs travelling with them in the scheduled recovery vehicle wouldn't be an issue (they also say the agent indicated it might be him providing the recovery on the scheduled date). But it was only on the day of the scheduled recovery that they were contacted (by the separate recovery firm) to be told the dogs wouldn't be travelling in the recovery vehicle (and that recovery would be a two-stage process). Having to wait on the day for this to be communicated to them also added to their stress. And they had to chase Admiral (A) to find out what was happening.

I can also appreciate their reluctance to accept the alternatives offered by Admiral (contributing to travel by train and separate recovery of their vehicle, or waiting for another recovery option, later that day, with no guarantee their dogs would travel in the recovery vehicle). Which would also have added to their distress and inconvenience. Taking these points together, I've concluded there was a loss of expectation leading to distress and inconvenience, which was then exacerbated by the issues of misinformation from Admiral during the investigation of their complaint.

So, taking all these points into account, I've concluded Admiral didn't act fairly and reasonably in this respect.

Having done so, I've considered what Admiral should do to put things right. They've offered £75 compensation for delay in attending the initial breakdown (although Mr T and Mrs T say this wasn't an issue for them) and a further £75 for the incorrect information they were given during Admiral's investigation of their complaint. But having considered carefully the circumstances of the case, as I've set out, I don't think the total of £150 is sufficient. Having also had regard to the published guidelines from this Service on awards for distress and inconvenience, I've concluded a higher award would be fair and reasonable, given the impact on Mr T and Mrs T and the time and effort they've spent seeking to resolve matters. In the circumstances of the case, I've concluded £300 for distress and inconvenience would be fair and reasonable.

My final decision

For the reasons set out above, I uphold Mr T and Mrs T's complaint. I require Admiral Insurance (Gibraltar) Limited to:

- Pay Mr T and Mrs T £300 compensation for distress and inconvenience.

Admiral Insurance (Gibraltar) Limited must pay the compensation within 28 days of the date we tell them Mr T and Mrs T accept my final decision. It they pay later than this they must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 25 September 2025.

Paul King
Ombudsman