

The complaint

Mr L complains about the service provided by Admiral Insurance (Gibraltar) Limited following a claim on his roadside assistance motor insurance policy.

What happened

Mr L's car broke down whilst he was abroad, and he made a claim on his policy. But he was unhappy with delays in assistance being provided, with Admiral's communication, and that the garage couldn't repair his car. He was then unhappy with delays in repatriating his car and that a spare key he'd sent to the garage had been lost. Admiral paid Mr L £200 compensation for the delays in repatriation, but it said it wasn't responsible for the lost key.

Our Investigator didn't recommend that the complaint should be upheld. He thought we couldn't consider Mr L's initial complaints as he'd brought them to us too late. He thought Admiral had caused delays in repatriating Mr L's car. But he thought Mr L was still mobile in this time and so he thought Admiral's compensation payment was fair and reasonable. He didn't think Admiral was responsible for the lost key as this was excluded from cover by the policy's terms and conditions.

Mr L replied that Admiral had requested that he send the key to the garage, and so he thought it or its recovery operator was responsible for its loss. Mr L asked for his complaint to be reviewed by an Ombudsman, so it's come to me for a final 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.

Mr L has explained that this episode has cost him about £2,000, including £1,000 for the replacement of the lost key. I can understand that he feels frustrated that Admiral won't take responsibility for this.

Mr L raised concerns about how Admiral and its agents had initially handled his claim and Admiral responded to these. Mr L wanted us to also consider these points as part of his complaint about his experience following the claim.

I can understand that Mr L feels very strongly that we should consider all of his complaints. But our rules say we can't look into all the complaints that are referred to us. The rules around complaints our service can and can't consider are set out in the Dispute Resolution (DISP) part of the Financial Conduct Authority's handbook (the FCA handbook). DISP2.8.2 says:

"The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service... (1) more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication... Unless in the view of the Ombudsman the failure to comply with the time limits ... was as a result of exceptional circumstances."

In this case the last final response letter from Admiral's agent was sent on 23 September 2024. The response explained that Mr L would need to refer his complaint to the Financial

Ombudsman Service within six months of the date of that letter. And I don't think Admiral's second letter gives new referral rights as its decision remains the same.

Mr L didn't refer his complaint to the Financial Ombudsman Service until 3 April 2025. That's more than six months after the final response letter was sent. So I'm satisfied that the complaint was therefore referred out of time.

Admiral made clear in its letter that if the complaint was referred late it wouldn't agree to the Financial Ombudsman Service considering it.

That means the Financial Ombudsman Service can only consider the complaint if exceptional circumstances meant it wasn't referred in time. Exceptional circumstances aren't defined in our rules, but we'd normally expect it to be something that prevented someone referring the complaint in time (the rules give as an example where a complainant has been or is incapacitated).

I've thought carefully about the reasons why Mr L says the complaint was brought late. Mr L explained that he was still corresponding with Admiral. And so he had time to engage with Admiral. So I think he could also have brought his complaint to us through a call or an online form in this time. So I'm not persuaded that this prevented Mr L from bringing a complaint to the Financial Ombudsman Service within the six-month time limit referred to in the final response letter.

I've not been provided with evidence of any other exceptional circumstances that would allow me to disregard the time limits in this case. Which means that I think Mr L's first four complaint points are out of time and can't be considered by the Financial Ombudsman Service.

But I can consider two complaint points that Admiral later responded to and which were brought to us within time. These are about the delay in repatriating Mr L's car and the loss of his spare key.

Admiral agreed that it had caused delays in repatriating Mr L's car in keeping with the policy's terms and conditions. It had delayed starting the repatriation process by two weeks. And then the recovery vehicle broke down causing a further delay of eight days.

When an insurer makes an error, as I'm satisfied Admiral has done here, we expect it to restore the consumer's position as far as it's possible to do so, and we expect it to compensate the consumer for the impact of the error.

Mr L explained that he had other cars, and so he was still mobile. And Admiral paid him £200 compensation for his trouble and upset. I'm satisfied that this was in keeping with our published guidance for the impact of the delay. And so I think that's fair and reasonable. And I don't require Admiral to pay further compensation.

The recovery garage had asked for the car's spare key. Admiral's agent passed this request to Mr L who reluctantly agreed to provide it. And Mr L then posted the key to the garage. But the key wasn't then returned to Mr L with the car, as he had requested.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. Admiral relied on a policy term and condition on page 13 of the policy booklet to decline responsibility for the lost key:

"15. Any repairs undertaken by anyone other than our patrol at their premises are provided under a separate contract, which is between you and the recovery operator."

Admiral said it hadn't asked Mr L to send the spare key. It said it had passed on this request from the repairing garage, and it had then declined to cover the costs of postage. It initially thought the key had been held up at customs and hadn't been received by the garage. But it was later delivered, and it thought the key may have been passed to a second garage when the car was transferred.

Mr L had sent the key by registered post, and he provided the notification that showed it had been delivered to the first garage over two weeks after he posted it. The garage said it couldn't locate the key. And so it seems to be lost. But I can't reasonably hold Admiral responsible for this. This is because of the policy term set out above. And because Admiral didn't make the request for the keys. It just passed on the garage's request and it's not responsible for the actions of the garage. Also, Admiral isn't dealing with a claim for the loss of the key.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 17 November 2025.

Phillip Berechree
Ombudsman