

The complaint

Mr E complains about delays in Admiral Insurance (Gibraltar) Limited's response following a claim made on his breakdown cover – an included add on attached to his motor insurance policy.

Any references to Admiral also include its agents

What happened

Mr E and his wife were travelling home when his car broke down on the motorway. He called Admiral around 1am to request assistance, he said he would need to be recovered as he didn't think his car was repairable at the roadside.

Mr E says a third party arrived soon after he broke down to check he had breakdown recovery. Mr E says he called Admiral and was told his call had been prioritised due to the dangerous location he had broken down in. He says he was given an estimated arrival time of up to three hours.

After four hours the third party returned and arranged for a statutory recovery to the local services. Mr E called Admiral, it agreed to pay for the recovery directly, ordered a taxi, and arranged for his car to be recovered to his home address the next morning.

Mr E complained about the lack of service he had received. Admiral accepted there had been delays and its service had fallen short of its standards. It explained it aims is to recover a car within an hour or sooner, where possible. It acknowledged from its records there were no outbound calls made to Mr E, to provide any update. It acknowledged this caused Mr E unnecessary stress because he had to keep calling it for information, rather than be kept updated.

Due to the uncertainty of the arrival time, Mr E says this resulted in the third party stepping in and providing a statutory recovery to a safe location. Admiral said it agreed this was unacceptable considering the dangerous location the vehicle and Mr E were in. It apologised and offered £150 for the distress and inconvenience he'd suffered. Mr E didn't accept the offer and bought his complaint to this service.

Our investigator didn't think the offer was fair and recommended the compensation be increased to £300. She explained she didn't think the offer reasonably reflected the trouble and upset caused by the delays and, the lack of communication, but more importantly the promise of a priority service which was not delivered.

Mr E accepted the investigators assessment, but Admiral disagreed. It considered the amount it offered - £150 to be fair. So the complaint has been passed to me to decide.

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.

Firstly, I acknowledge I've summarised Mr E's complaint in less detail than he's set out. Our role as an informal dispute resolution service allows me to do that. However, my decision focuses on what I consider to be the key issues.

Admiral has acknowledged there were delays in responding to Mr E's breakdown and offered compensation of £150. I note Mr E didn't accept the offer and said he didn't think the amount reflected the poor service he had received.

As both parties accept what went wrong, I'm not going to comment further on that. The issue for me to decide is whether I think Admiral's compensation offer is fair. I don't think it was, and I'll explain why.

All insurance claims come with a level of inconvenience and a degree of trouble attached to them. Some more than others. But when we consider whether a compensation award is fair, we look at what distress and inconvenience the insurer has caused to its policyholder above and beyond what we'd normally expect to see associated with a claim of this type.

I appreciate even if everything had gone to plan, Mr E and his wife would have had to wait some time before a recovery vehicle could get to them. Admiral needed to locate an agent who could drive to their location. However, they were left for over four hours before a third party stepped in, due to the unsafe location they were in and towed them to a safe one. Mr E said the lack of information and multiple changes to the estimated time of arrival, significantly added to their distress.

Mr E's policy doesn't say how long he'd have to wait for assistance, but we'd expect his wait to be reasonable in the circumstances. The aim of such policy is that a policyholder will get the assistance and roadside recovery when a car has broken down. When Mr E called Admiral, he explained he had broken down on the hard shoulder on the motorway with no barriers for protection. The call handler confirmed his claim would be marked as a priority due to the dangerous location, and Mr E could expect a recovery time of less than three hours, with an aim of reaching them by 2:45am. Admiral confirmed it would keep Mr E updated.

After waiting hours and making further calls, the third party returned to Mr E (having attended earlier and then left Mr E there with the understanding Admiral were coming to collect him) around 5am and agreed if Admiral paid immediately, it would tow him to the nearest services, which Admiral did. Admiral also arranged for a taxi and Mr E's car to be delivered to his home.

In the end Mr E and his wife were left on the side of the motorway without food, drink and toilet facilities for over four hours during the night in a location Admiral itself had recognised was unsafe. I understand this was initially on a warm summer night, but Mr E said they had been out for the day in summer wear, and it had turned very cold on the side of the motorway. He says they were not in a safe place and felt vulnerable standing in shorts, t-shirt and sandals, particularly as it was already dark.

Mr E has described how the incident caused him and his wife a great deal of distress. I have listened to the calls he had with the call handler asking for updates on the recovery vehicle. He told the call handler, they were feeling unwell without any food or water. I have looked at the google image Mr E has provided of the location and can see there was no barrier and a steep bank at the side of the motorway.

I note Mr E has referred to a previous decision when considering the compensation he has requested. But this Service will always consider each complaint on its own merits.

While it's disappointing to see what has happened, Admiral has acknowledged Mr E and his wife were caused considerable amount of distress and inconvenience due to the delays and lack of updates and offered compensation. That said, I'm not satisfied the amount Admiral has paid is fair and I don't think it goes far enough to recognise the impact it had on Mr E. I think in the circumstances, waiting at the side of a motorway in the dark must have been very distressing for Mr E and his wife for a considerable amount of time. He had to make numerous calls to Admiral because he had not been kept updated of the status of the recovery vehicle before the third party took over and towed him to a safe place. Mr E explained they were very cold, hungry and had no drink or toilet facilities. I think a total payment of £300 would be fair, to reflect the level of distress and inconvenience he was caused.

I have thought about Mr E's comments that he incurred additional costs in having to move his car to the garage. I don't agree Admiral contributed to that cost. I have listened to the call and Mr E confirms that he thought it best to have his car towed to his home due to the size of the garage, as he said it may not be able to accommodate his car straight away. During the call I also hear Admiral explain to him, that there would be one recovery per breakdown. So I'm satisfied Admiral acted fairly and in line with the policy terms in towing his car home and not offering to move it to Mr E's garage.

Putting things right

For the reasons set out above, I've decided to uphold Mr E's complaint. I require Admiral to increase its compensation up to £300 for the distress and inconvenience caused.

My final decision

For the reasons explained above, my final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 5 January 2026.

Lorraine Ball
Ombudsman