

## The complaint

Miss P complains that Admiral Insurance (Gibraltar) Limited (Admiral) unfairly handled a breakdown assistance claim under her motor insurance policy.

I acknowledge that parts of the claim were handled by Admiral's agents. But, for ease, I'll refer to Admiral throughout my decision as it is the firm that underwrites Miss P's policy and is responsible for the claim.

## What happened

I looked at this case and provided my initial thoughts in my provisional decision as follows;

*The circumstances of this case are well known to both parties, but in summary, Miss P's van broke down in April 2025. And so she raised a breakdown assistance claim under her motor insurance policy.*

*Admiral attended the breakdown and found a fault with Miss P's battery. It replaced this at Miss P's expense. Admiral also found a problem with Miss P's alternator, which it couldn't repair at the roadside, and said she would likely break down again if this wasn't repaired. So, it agreed to follow Miss P to a local garage to get the vehicle investigated further.*

*Miss P has since received advice that the issue was with the alternator and not the battery. And that meant Admiral had unfairly charged her for something she didn't need. Miss P said Admiral should've offered to tow her to a local garage as the vehicle wasn't repairable on the roadside. Miss P therefore complained.*

*Admiral didn't uphold the complaint. It said it didn't think it conducted the roadside assistance unfairly and as Miss P was able to continue with her journey after the repair, she wasn't entitled to a tow to a local garage. It said it offered Miss P the option to have the battery replaced until she arrived at the garage, but she decided to purchase the battery on the roadside. Unhappy with the response, Miss P referred her complaint to this service.*

*Our Investigator didn't uphold the complaint as they were satisfied Admiral had handled the claim fairly. They acknowledged Miss P experienced some distress in light of the circumstances of the claim but didn't think Admiral was responsible for this.*

*As Miss P disagreed, the case has been passed to me to decide.*

## **What I've provisionally 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.*

*I acknowledge my account of Miss P's complaint is somewhat brief – but I'd like to assure her I have considered her submissions in full, alongside all the remaining evidence. I may not comment on each issue or piece of evidence but will instead comment on what I consider to be key to the case. This isn't intended as a courtesy but reflects the informal nature of this Service – and the rules this Service must abide by enable me to do this.*

*Having done so, I intend to uphold this complaint. I'll explain why. It isn't the role of this Service to decide what the fault was with Miss P's car. This is something that can only be done by a suitably qualified mechanic. Instead, I need to decide whether Admiral has acted fairly, considering all available evidence and in line with the terms of its policy.*

*The terms state Miss P can claim in the event she breaks down more than a quarter of a mile from her home address. The patrol will either repair the vehicle at the roadside, or if this isn't possible, recover her, the vehicle and Miss P's passengers to Admiral's choice of local garage which can complete the repair. The general conditions of the policy also explain that it isn't always possible for a patrol to accurately diagnose the fault or state whether the vehicle is in a roadworthy condition or otherwise safe to drive.*

*I have carefully reviewed the available evidence from the time of the breakdown – which includes a copy of the battery testing report. This shows Miss P's battery being recorded as faulty and required replacing. So, I don't find it unreasonable for Admiral to have suggested the fault may, in part, be due to the battery. And I think it is more likely than not that the battery needed replacing – regardless of this being temporary or not.*

*Miss P said that as the fault with the alternator remained, Admiral hadn't repaired her vehicle and should've towed it to a garage. But I don't agree. The policy provides roadside assistance in the event of a breakdown, and I don't find it unreasonable that Admiral looked to offer the most time effective solution. Once the battery had been replaced, the vehicle was no longer broken down and was in a drivable state. This isn't to say that the vehicle was now fully repaired. But it could then continue either to Miss P's intended destination, or to a garage for further work.*

*Admiral said it offered Miss P the option to swap the battery so she could travel to a local garage. But it hasn't provided any other documentation to support this. Miss P disagrees and says she was only offered to replace the battery at her own cost. Miss P has provided statements from witnesses present at the time which our Investigator passed to Admiral for its comments. We didn't receive a reply. I've reviewed these accounts carefully, but as I'm sure both parties can appreciate, I wasn't present at the time – so I have no way of knowing for sure what was said. So, I need to decide on balance, what I think is most likely to have happened.*

*Having done so, I find it more likely that Miss P wasn't offered the option to temporarily swap the battery. Had she been given this option, I think she'd have agreed to this – as she always needed to go to the garage for the remaining problem with the alternator. But I think a reasonable consumer, if given the option of a temporary replacement or a purchased replacement part, would be able to review available prices based on a quick internet search.*

*But, if Miss P was only given the option to replace the battery at her own cost, then it isn't unreasonable to assume she would've proceeded this way.*

*That said, Miss P likely always needed a replacement battery given the failed test result Admiral has provided. So, I don't think it would be fair to ask Admiral to refund the full cost of the battery as this is a cost Miss P was always likely to have.*

*Having completed my own checks, I can see the same make and model of battery are available online for around £60 to £100. So, I think Admiral should refund Miss P 50% of the £165 cost she paid. This is to recognise that Miss P would've always needed to replace the battery but didn't have the opportunity to shop around before making a purchase.*

*I also think Admiral should pay 8% simple interest on this sum from the date of payment to the date of settlement to recognise Miss P should've had access to these funds.*

## Replies

Both parties responded to my provisional decision.

Admiral disagreed with the position and said, in summary, that it believes the Miss P agreed to the replacement at the time. It said the signed breakdown report shows the options were explained and accepted by Miss P, and so it doesn't think there's evidence to support the Miss P's account. Admiral also said Miss P couldn't realistically shop around, as without a roadside replacement she wouldn't have been recovered and would have been left stranded, likely facing extra fees and still needing to buy a battery urgently.

Miss P said that she accepted the position in part, but said, in summary, that the experience led to significant distress and inconvenience, as well as causing her financial hardship. Miss P said that she has formal financial arrangements in place and so her financial position was already extremely difficult and so Admiral caused unnecessary expense at what was already a difficult time. And so, Miss P would like Admiral to pay compensation to reflect this.

### 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.

I don't propose to revisit the events and arguments previously set out. Instead, I have considered the responses and determine if either position changes things.

Having done so, I don't find that it does. I'll explain why.

As I explained in my provisional decision, Admiral said that it offered Miss P the option to have the battery swapped out temporarily in order to get to a repairer who could complete further investigations and necessary work. The breakdown report doesn't show this happened. So, as I wasn't present at the time of the breakdown, there is no way for me to say for sure what was discussed.

Where there is an absence of evidence, I must decide, based on what I consider to be most likely to have happened. And I find it more likely than not that had Miss P been given the option to have the battery temporarily swapped out so she could travel to a garage who could complete the works in full, she would have taken this option based on her testimony and the nature of the remaining alternator issue. This would have enabled Miss P the option to shop around and potentially mitigate some of the costs.

I'm sorry to hear of the difficult circumstances Miss P has set out. While I am empathetic to Miss P's position, I must decide whether Admiral caused Miss P any distress and inconvenience beyond what would reasonably be expected when making an insurance claim, or experiencing a vehicle break down.

Having done so, I won't be asking Admiral to pay anything beyond what I have already set out. I say this as ultimately Miss P required the services of her breakdown cover, and Admiral fulfilled its obligations under the policy. I recognise unexpected costs can cause worry and upset. But as I set out previously, I'm satisfied Miss P's battery always needed replacing, whether this be at the roadside, or at a garage.

The ongoing maintenance costs are a normal part of owning a vehicle – and so it wouldn't be fair or reasonable for me to direct Admiral to compensate Miss P for costs she would always have had to bear.

Admiral, from the information provided to me, has otherwise handled the claim in a reasonable way. And I don't find that it has caused any unnecessary distress and inconvenience beyond what someone would normally experience during a breakdown claim.

### **My final decision**

My final decision is that I uphold this complaint, and I direct Admiral Insurance (Gibraltar) Limited to:

- Pay Miss P £82.50.
- Pay 8% simple interest per year on this sum from when Miss P paid it until the date of settlement.

If Admiral Insurance (Gibraltar) Limited thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss P how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 14 January 2026.

Oliver Collins  
**Ombudsman**