

The complaint

Mrs J and Mr J complain that Admiral Insurance (Gibraltar) Limited (“Admiral”) mishandled a claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a car, first registered in 2009.

Mrs J acquired the car in 2021.

For the year from mid-September 2024, Mrs J had the car insured on a comprehensive policy with Admiral. The policy covered her as policyholder. The policy also covered Mr J as a named driver.

The premium was about £330.00. In addition, Mrs J paid about £85.00 for the policy upgrade of “National Breakdown Cover”.

The policy covered roadside repair, alternative transport, emergency overnight accommodation, roadside recovery and nationwide recovery, all administered by a motoring organisation.

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

On 20 June 2025, Mrs J and Mr J set off in the car with their dog on a long journey to visit family.

Unfortunately the car broke down on a motorway. At about 16:30, Mrs J called for help under the policy. At about 23:00, a recovery driver moved the car from the hard shoulder to a service station.

Just after midnight, Admiral said the car needed to be repaired at a garage rather than at the roadside. At about 03:44 Admiral offered Mrs J a hotel, which she declined.

At about 04:16, Admiral booked a taxi to take Mr and Mrs J home. But when the driver arrived at about 04:55, he was not expecting the dog and was reluctant to take it, until Mr or Mrs J paid £40.00 for the cost of valeting the taxi.

Later on 21 June, Admiral transported the car to a garage.

On about 24 June 2025, Mrs J complained to Admiral about its response to the breakdown.

By a final response dated 18 July 2025, Admiral accepted the complaint, apologised and said it was sending Mrs J a cheque for £250.00.

Mrs J and Mr J brought the complaint to us in August 2025. They asked us to direct Admiral to compensate them for their stress, physical strain and discomfort.

Our investigator recommended (on 3 November 2025) that the complaint should be upheld. He didn't think that £250.00 reflected the distress and inconvenience suffered. He recommended that Admiral should:

“• Pay a further £150 in recognition of the distress/inconvenience the prolonged delays caused, and the additional costs incurred by Mrs [J] after the taxi was arranged for her”

Admiral disagreed with the investigator's opinion. The motoring organisation said, in summary, that:

- £250.00 was fair and proportionate in line with our published guidelines, case studies and previous ombudsman decisions.
- That compensation offer, with reimbursement for the additional taxi cost, would be a fair resolution.

Our investigator still recommended (on 8 December 2025) that the complaint should be upheld. He thought that the recovery was handled very badly. He didn't think that £250.00 reflected the distress and inconvenience caused by the prolonged delays over the whole recovery journey. He recommended that Admiral should:

“• Pay a further £150 in recognition of the distress/inconvenience the prolonged delays caused, and the additional costs incurred by Mr and Mrs [J] after the taxi was arranged for them”

Admiral didn't respond. So the investigator asked for an ombudsman to review the complaint.

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 consider that, in addition to the policyholder Mrs J, Mr J was a person for whose benefit she had taken out the motor policy including the breakdown cover.

Admiral's motor proposal document recorded Mr and Mrs J's respective dates of birth. So Admiral knew that she was over normal retirement age and he was in his eighties.

Mrs J and Mr J were already in a difficult situation when they rang for help under the policy. From what Mrs J and Admiral have each said, she was kept on hold.

The policy terms didn't specify a timescale for assistance. However, Admiral later acknowledged *“unacceptable delays awaiting all aspects of our assistance”* I agree with that.

A motorway hard shoulder is a dangerous place for a car and any occupants, even in daylight. There was no shade and no facilities. Mr J was old enough to be considered vulnerable.

There was a delay of many hours before the recovery driver arrived. He then suggested that he was there only to assess the car rather than to recover it. Admiral later said that it didn't

understand why he said that. In the event, the recovery driver took the car to the service station.

The service station was safer and had facilities. However, there was further delay. After the car was found to need a garage repair, Admiral should've at least considered offering a hire car.

Also, Admiral should've considered the dog and communicated with the taxi firm about that. Its failure to do so meant that there was difficulty when the taxi arrived

Putting things right

Admiral has agreed to refund the £40.00 Mr J paid to the taxi driver. I've thought about directing it to pay interest, but I don't consider that would be fair as Mr J said that he volunteered the payment to the driver.

I hold Admiral responsible for prolonging Mr and Mrs J's wait including on the motorway. I don't doubt that Mr and Mrs J were worried about each other and about the dog for many hours and into the night.

I accept their statement that it took them 48 hours to recover from their ordeal. I consider that this included the effects of prolongation of the wait.

Admiral tried to put things right with an apology and a payment of £250.00. However I don't consider that this was enough to provide Mr and Mrs J with fair redress in line with our published guidelines for compensation for distress and inconvenience. I conclude that a total of £400.00 is fair and reasonable.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Admiral Insurance (Gibraltar) Limited to pay Mrs J and Mr J (jointly):

1. £40.00 in reimbursement of the payment to the taxi driver; and
2. in addition to its payment of £250.00, a further £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 23 March 2026.

Christopher Gilbert

Ombudsman