

## **The complaint**

Mr D complains about Admiral Insurance (Gibraltar) Limited not renewing his motor insurance policy.

## **What happened**

The background to this complaint is well known to both Mr D and Admiral. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr D had a multi-car motor insurance policy with Admiral. He was later stopped and arrested by police whilst driving a car which belonged to someone else, as the police said Mr D was driving without insurance. Mr D got in touch with Admiral and it was confirmed that his contract of insurance had ended.

Admiral said they'd sent notification of the non-renewal to Mr D via email and also sent the notification by post to the address held on file. They said they weren't prepared to offer renewal terms because of their underwriting criteria.

Mr D raised a complaint about the general service he'd received, particularly that he said he'd never received any notification that he wouldn't be covered from 19 August 2022. Admiral sent two final response letters, offering a total of £300 compensation.

Remaining unhappy, Mr D referred his complaint to our Service for an independent review. Our Investigator recommended that the complaint not be upheld. As Mr D didn't accept, the complaint was then referred to me for a decision. Both parties recently received a copy of my most recent intended findings and as the deadline for responses has now passed – I've reconsidered the complaint 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.

Although extensive evidence has been provided by both parties in this complaint and a number of issues have been raised, my decision only directly addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

My decision will consider the complaint made to Admiral and then referred to our Service. This is important as a number of further complaint points have emerged as this complaint has progressed with our Service.

### *What my decision won't address*

Mr D has referred to discrimination concerns and questioned the reasons for the non-renewal. As outlined by our Investigator, these points would first need to be referred to Admiral before our Service could investigate them. However (without making a finding), I can

broadly say that Admiral have said they cancelled this policy because they had an underwriting rule about how many vehicle changes were permitted within a policy year and they say Mr D exceeded that limit.

I note there was a point of contention around whether or not this policy (prior to non-renewal) allowed Mr D to drive other cars. I can confirm that it did. But I've not considered this point further as no policy was in place when Mr D was stopped by the police - so it's irrelevant.

### *Responses to my provisional decision*

Mr D responded before the deadline set, Admiral didn't. Mr D largely restated his previous arguments with some specific comments on the decision.

In my opinion the vast majority of this complaint that I'm considering has been in relation to Mr D's unhappiness with not being notified properly about the non-renewal of his policy and the subsequent issues this caused him. This has been a consistent theme throughout Mr D's communications with our Service. In my opinion, Mr D has now focused on this date of birth point to try and support his allegation that Admiral have fraudulently provided information to our Service. However, for completeness and in the interests of bringing this complaint to a resolution, I have considered his comments about the date of birth issue, as our Investigator has previously referenced it in her assessment.

Mr D says that this issue led to his partner's insurance being invalid. I've seen so supporting evidence to allow me to fairly conclude that Mr D/his partner has lost out because of any date of birth error. Mr D says Admiral offered him £50 specifically for this issue. Based on what I've seen, Admiral listed the date of birth point in a final response letter ('FRL') dated 22 February 2023 where they awarded £250. That FRL did not specifically address or comment on the date of birth point. A later FRL dated 27 February 2023 did award £50, but this was in relation to customer service issues (a disconnected call, call notes, the email address used and account access).

As I've seen no sufficiently pervasive supporting evidence of the impact Mr D has said the date of birth issue has caused him/his partner - this point doesn't materially change the outcome I've reached overall or the compensation that I'm directing Admiral to pay.

Having carefully considered his entire response, nothing Mr D has added materially changes the outcome I've reached. Therefore I find no fair or reasonable reason to materially depart from my previous, intended findings.

### *The notification of non-renewal*

This point has proved to be the most contentious in this complaint. It's very unfortunate that Mr D wasn't aware that he wasn't insured prior to being stopped by the police.

I've queried with Admiral why in their final response letter they appear to offer £250, including for any inconvenience caused by how they notified Mr D of the non-renewal. They recently said that they agree there are inconsistencies and contradictions in that letter. I find that the various inconsistencies from Admiral have delayed the resolution of this complaint.

Mr D has told our Service that the relevant emails were sent to a mail box (mail.com) that he wasn't monitoring. Admiral on the other hand, have shown us evidence – system screenshots, that the relevant information was delivered to the email address held on file for this policy (diplomats.com). Overall, I've not seen anything from Mr D to sufficiently undermine this, or support his allegation that Admiral have acted fraudulently here in providing this evidence to our Service.

I note Mr D has referenced having relevant information from the email provider to show it (the non-renewal notice) wasn't delivered to that address (diplomats.com). He offered to arrange a conference call between the diplomats.com email provider, but I don't consider this appropriate given the issues of verifying who it is we'd be speaking to or necessary.

We asked Admiral about the two email addresses associated with Mr D's policy/account and they said:

*"....the mail.com email address was used for the customers online account. When changes were made midterm on the policy, or when renewal documents were generated – the documents would be uploaded to the online account and a confirmation email would be sent to the email address linked to this. In this case – the mail.com email address.*

*The diplomats.com email address was the email address assigned to the customers policy – so whenever any ad hoc documents or reprint requests were made they were sent to the diplomats.com email address. On the 26/08/2022 the email address was changed to align both the online and account and the policy – meaning only one email address was being used – diplomats.com."*

Mr D has said that a conversation he had with Admiral's call agents undermines this. He says Admiral admitted they'd made a mistake. Our Service has questioned with Admiral why their call agent told Mr D in a phone call that the documents had been sent to the mail.com address in error. Admiral have said this information was given in relation to renewal documents sent to the mail.com address, as it was the high level address linked to the overall account with Admiral. They've also said:

*"....the reason there were two addresses on the account – mail.com and diplomats.com were due to the way the customers online account (where they access their main documents) was registered. The online account was linked to mail.com – which meant when any documents that were automatically produced by the system such as – mid term changes – renewal documents – payment documents – notification emails were sent to the online account email address to inform of the changes.....*

*Any documents that we needed to physically create ourselves, that did not derive from a change made – such as the 'non standard email' and 'UW Decline' documents these were sent to the email address that we had linked to the customers policy.*

*Which in this instance was the diplomats.com email address."*

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Whilst disappointing, I’ve placed less weight on the call and more weight on the rest of the evidence provided by Admiral. Having listened to the recording of the conversation between Mr D and Admiral (after he was stopped by police), Mr D spoke to a number of call handlers.

For completeness and transparency, our Investigator has also provided a copy to Mr D. One of the calls is inaudible. In a call, the agent offered to send across information showing his period of cover and refers to Admiral making Mr D’s partner the main policy holder. Admiral have said that after the call the agent became aware she had made a mistake (as the policy hadn’t renewed) and she left a voicemail for Mr D to call her back. Ultimately, with due respect to Admiral’s call agents, the information they gave could be deemed to be their opinion based on the limited information available to them at that point in time (during the live call). As the deciding Ombudsman, I’ve had the benefit of hindsight and appropriate time to consider the evidence and take a holistic view. Information given wrongly doesn’t mean that information is accurate or that it overrides the rest of the evidence provided.

Therefore, based on the available evidence, in order for both Mr D to be correct and for Admiral’s evidence to stand up to scrutiny, I’ve considered that it’s a possibility that the relevant non-renewal emails were received in *both* email account inboxes.

For complete clarity and the avoidance of confusion – on balance, I’m satisfied that the evidence provided by Admiral supports that the relevant email was sent to the correct email address and Mr D’s complaint doesn’t succeed on this point.

*What other reasonable steps did Admiral take to notify Mr D?*

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Admiral will be well aware of our Service’s approach to notification of insurers not offering renewal terms or cancelling a policy and I’ve kept that in mind here. In short, we’d expect that insurers and/or their appointed intermediaries will take reasonable steps to notify a customer that their insurance is going to lapse (not renew).

As above, on balance I’m satisfied that Mr D was sent this information by email. But I also need to consider what other steps were taken. Admiral have now confirmed that Mr D was posted the relevant non-renewal notification, but crucially – it was returned to them as undeliverable on 16 September 2022. This was after the policy cover had lapsed (on 19 August 2022) and after Mr D had been stopped by police. Admiral have previously given contradictory information (in an email dated 25 October 2023) around this point. I need to revisit my previous finding on this point for completeness:

*“Whilst Mr D has told us that he occasionally has had issues with the postal service delivering letters due to access to his property, this isn’t the responsibility of Admiral and I’ve seen no evidence that he made Admiral aware that they shouldn’t rely on contacting him by post.”*

Mr D has told us that his contact preferences were email and phone, not post. I’ve kept this in mind. A document provided by Admiral of Mr D’s contact profile shows he had agreed to ‘document delivery’ by email and the options for post and SMS notification had been left blank.

On one hand, it could be argued that if a customer has selected email, they'd ought to be more careful with checking their email inboxes. But on the other hand, Admiral had phone details for Mr D and given the potential consequences of driving without insurance, in the very specific circumstances of this complaint I find on balance, they could have done more to notify him – either by phone or by following up with notification that the policy had lapsed on 19 August 2022. Therefore, Mr D wins on this point.

I note in response to the provisional decision Mr D has said: “...my only way of contact was by Email (the other options blank?). This is untrue as my selected way of contact was via telephone and email. Admiral permits that you must select two options...” But the finding still stands- regardless of what Admiral recorded on their system, they could have done more to notify Mr D of the non-renewal.

### *The impact on Mr D*

I've then considered the impact on Mr D and any steps already taken by Admiral to put things right. It's fortunate that Mr D wasn't involved in an accident whilst uninsured. He wasn't and his argument about this point carries no weight in terms of the complaint outcome – as it never happened. However, it's clear that Mr D has experienced avoidable trouble and upset as a result of Admiral's actions and how they handled the notification of the non-renewal of his policy. I've also kept in mind that Admiral have been very inconsistent when initially responding to this complaint initially to Mr D and then later our Service. This created avoidable uncertainty.

Mr D had a day in court and the associated worry and frustration these events have caused him. Again, it's fortunate that he wasn't convicted. Admiral have previously offered £300 across multiple FRLs. I find this doesn't go far enough to recognise the impact on Mr D and currently intend to increase this by £450 to a total of £750. This is broadly in line with our published guidelines <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

I need to stress again to both parties, my decision does not at all consider the reasons for the decision to not offer renewal terms and has only considered how Admiral notified Mr D and the related impact. I make this point as it's clear that Mr D is very invested in this point and his perceived unfairness of the non-renewal.

### **Putting things right**

Admiral Insurance (Gibraltar) Limited need to:

- Pay Mr D a further £450 (so a total of £750) in recognition specifically of any distress or inconvenience their actions have caused him when notifying him of the non-renewal of his policy.
- Reimburse Mr D (subject to reasonable proof) his travel and printing expenses incurred, specifically related to his day in court after being stopped by police for driving without insurance.

### **My final decision**

My final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited now need to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 March 2024.

Daniel O'Shea  
**Ombudsman**