

## **The complaint**

Miss B complains that Admiral Insurance Company Limited mishandled her motor insurance policy.

Miss B is represented by her mother.

Where I refer to Admiral, I include employees and others insofar as I hold Admiral responsible for their acts or omissions.

## **What happened**

On 30 September 2021, Miss B went online and used a price comparison site. She bought an Admiral telematics or “black box” policy to start on 1 October 2021. The policy covered Miss B as policyholder. It also covered her mother’s husband as a named driver. The premium was about £1,200.00 plus interest for paying by instalments.

On 10 November 2021, Admiral wrote to Miss B. It said that as part of an audit, it was asking for some documents within seven days. Miss B provided some but - not all - of the documents.

On 17 November 2021 Admiral sent a seven-day notice of cancellation of the policy.

On 20 November 2021, Miss B went on holiday.

With effect from 25 November 2021, Admiral cancelled the policy.

On 27 November 2021, Miss B returned from holiday. Her mother sent an email to Admiral. Miss B and her mother had some telephone calls with Admiral.

Miss B complained to Admiral that – because of its cancellation – she couldn’t use her car or get replacement insurance at a comparable cost.

By a final response dated 30 November 2021, Admiral turned down the complaint. Miss B brought her complaint to us without delay.

Our investigator didn’t recommend that the complaint should be upheld. She thought that Admiral had acted reasonably and in line with the policy terms regarding the cancellation. The investigator didn’t think Admiral said anything inappropriate during the telephone calls.

Miss B disagreed with the investigator’s opinion. She asked for an ombudsman to review the complaint. Her mother says, in summary, that:

- Miss B had uploaded two of the documents to Admiral’s portal.
- She doesn’t believe that Admiral had checked to confirm receipt of those documents before it wrote the letter cancelling the insurance.

- The letter was still asking for all the documents rather than just the outstanding ones.
- Two weeks is not long enough for an audit.
- Admiral should've apologised for causing the upset.

### **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.

Admiral's policy terms included the following:

*"We can cancel your policy at any time by sending seven days' notice in writing to your last known address if... you fail to respond to written requests for information or documentation".*

That's not an unusual term.

Admiral's letter of 10 November asked for documents within seven days. It was relatively short list including vehicle registration document (V5), drivers' licences, DVLA online driving licence details and a utility bill or certain other evidence of home address.

I would've expected Admiral to give more time – if Miss B had got in touch to say why she needed more time for some of the documents.

As Miss B uploaded two documents to its portal, I don't consider that Admiral needed to acknowledge receipt.

Admiral's letter of 17 November didn't list the outstanding documents. But it had been a short list. So I consider that it was clear what documents were outstanding.

As Miss B didn't respond, I don't find it unfair that Admiral sent its seven-day notice.

I accept that Miss B was abroad on holiday. And she says she didn't see the email. But Admiral had no reason to believe she wouldn't receive the notice. I'm satisfied that Admiral had done enough by sending the notice by post and by email to the correct postal and email addresses.

The cancellation took effect from 25 November 2021, while Miss B was away.

Miss B's mother emailed Admiral on 28 November 2021. She said that some of the documents were still not available. In any event, I can't say that Admiral treated Miss B unfairly by declining to reinstate the policy.

From the recordings of the calls on 29 and 30 November 2021, I don't find that Admiral said anything inappropriate to Miss B or her rep.

Admiral removed the cancellation fee of £105.00.

I don't under-estimate the impact of the cancellation on Miss B. But I haven't found that Admiral did anything wrong. So I don't find it fair and reasonable to direct Admiral to reinstate the policy or to change the way it has recorded the cancellation or to pay compensation.

**My final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Admiral Insurance Company Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 11 May 2022.

Christopher Gilbert

**Ombudsman**