

The complaint

Miss C complains that she must declare Admiral Insurance Company Limited's cancellation of her motor insurance policy. Miss C is represented in this matter by a family member but, for simplicity, I'll refer mainly to Miss C in my decision.

Miss C bought her Admiral policy through an intermediary and most of her correspondence has been with this intermediary rather than directly with Admiral. For the avoidance of doubt, any reference to Admiral includes its agents, including the intermediary.

What happened

Miss C took out an Admiral car insurance policy through an intermediary. In March 2021, as part of an audit, Admiral asked Miss C to provide several documents (for example, a utility bill and her driving licence).

Miss C was ill and asked her mother to send these to Admiral. Her mother tried to send them by email but unfortunately mistyped the recipient email address. This meant Admiral didn't receive the documents. A week later, it cancelled Miss C's insurance.

Miss C's mother complained to Admiral. She accepted her mistake but says her daughter's insurance premiums have increased because she must tell insurers about this cancelled policy. Admiral refused to do this.

Miss C was unhappy with this and brought her complaint to this service. She wants Admiral to remove any record of the policy cancellation, so she doesn't have to declare this in future.

Our investigator recommended that Miss C's complaint should be upheld. She accepted that Miss C – not Admiral – had made a mistake but she didn't think it was fair that this mistake should affect Miss C's future insurance premiums. She thought Admiral should remove the cancellation record from its records.

Admiral disagreed with our investigator, so the case was passed to me to make 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.

First, ombudsmen decisions are published so are written in a way that prevents the customer from being identified. The circumstances of this case are known to both parties so I'm not going to set them out here. If I'm vague about Miss C's illness it's to keep her from being identified not because I've ignored it or think it irrelevant.

There's no real dispute about what happened here. Admiral's intermediary carried out a standard audit. Its initial letter to Miss C on 5 March 2021 didn't explain the consequences of failing to provide the requested documents but its follow-up letter on 15 March did. This said: *"Unless we receive all documents we requested within 7 days from the date of this letter, we*

will be unable to continue your insurance cover.” Miss C’s policy booklet allows Admiral to “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” (‘General conditions’, paragraph 4).

I’m satisfied that Miss C’s mother has shown she tried to send the documents to Admiral’s intermediary but got the email address wrong by a single letter. She’s also shown that she didn’t get a ‘bounce back’ or ‘undelivered email’ notification, sought confirmation that Admiral had received the documents, and didn’t receive Admiral’s cancellation letter until several days after it cancelled the policy.

Admiral doesn’t agree that it should remove the policy cancellation from Miss C’s record. It says: *“we don’t physically report a cancellation for missed payments to a database, so this isn’t something that can be removed.”* It also told us that it *“sympathise[d] with the customer’s situation, however it is for new insurers to decide how they rate on this information.”*

I don’t think that’s good enough. I think the increase to Miss C’s insurance premiums are disproportionate to her mistake. In any case, the policy wasn’t cancelled because of a missed payment. I also think Admiral might have acted more sympathetically, particularly given Miss C’s mother told it about her daughter’s illness a week before it cancelled the policy. For example, it might have allowed more time for Miss C to return the documents.

Given the circumstances of this case, I think Admiral should make sure any record of Miss C’s cancelled policy is removed from any internal or external database. If this is impossible – as Admiral seems to be arguing – it should amend any records to show that it was Miss C who cancelled the policy, not Admiral.

My final decision

My final decision is that I uphold the complaint and require Admiral Insurance Company Limited to remove any record of the policy cancellation from any internal or external database.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss C to accept or reject my decision before 20 October 2022.

Simon Begley
Ombudsman