

## **The complaint**

Mr F has complained about his car insurer Admiral Insurance (Gibraltar) Limited because he was stopped by police who said he didn't have insurance and when he called Admiral from the side of the road it initially found his cover but then said it was for a different car.

## **What happened**

Mr F was stopped by police in November 2022. He was told his car, a Ford, wasn't insured. Mr F said that wasn't correct and called Admiral. He gave Admiral his registration and it found his records. But told him the car on cover was a Vauxhall. Mr F said he had changed the car in 2020, just prior to renewal with the Vauxhall having been sold. Admiral said it processed a change of policy in early March 2020, for cover up to renewal, having also told Mr F he would need to call it back to change the policy details for renewal. Admiral said Mr F had not called it back so the policy at renewal had reverted to cover for the Vauxhall and had renewed as such each year since, with Mr F being sent policy documents. An amendment was made during the phone call in November 2022 to ensure the Ford was then covered.

Mr F complained to Admiral. He said he had changed the cover for his car, telling Admiral the Vauxhall had been sold. He said he hadn't received his renewal documents because he'd told Admiral he'd changed his email address but this hadn't been updated. He felt Admiral must have been covering the Ford because it had found his details when he gave that car registration to it and initially told him he was covered. He said the payment schedule he had been sent, when the change to the Ford had initially gone through in 2020, did not say it was only applicable until renewal.

Our Investigator noted that policy documents Admiral had sent to Mr F in the years since the temporary change was implemented, showed it was insuring the Vauxhall, not the Ford. She didn't note any sign of Mr F having tried to change his contact details with Admiral. She felt it had been up to him to make sure he was properly covered. Also that it wasn't unreasonable that, having covered the Ford for a time, the call handler in November 2022 was able to find Mr F's cover with that detail. Our Investigator didn't think Admiral had done anything wrong. So she didn't uphold the complaint.

However, our Investigator asked Admiral, as it had not been insuring the car Mr F owned in the years since renewal in 2020, if it would refund the policy premiums to him. Admiral said that if Mr F provided it detail of the Vauxhall having been sold, it would refund the premiums it had taken to Mr F. The offer was put to Mr F but he did not respond.

## **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.

Having done so, I do think Admiral's offer is fair and reasonable. Admiral does not have access to a recording of the call Mr F had with it in March 2020. But its call notes show it

clearly told Mr F that a short-term change of vehicle, up to renewal, had been done. And that he would have to call it back if he wanted the car on the renewal to be changed. Mr F does not dispute that he did not call Admiral back. Rather he recalls that the change was put through for renewal. Unfortunately for Mr F, the available evidence doesn't support this.

Since the change of vehicle in 2020, Mr F's policy has renewed. And when he was stopped by police in November 2022, the policy showed the car on the cover was the Vauxhall. The policy documents show the Vauxhall was the car being covered by Admiral. I know Mr F says he did not receive these, but I haven't seen evidence, beyond his word, that he tried to change his email address with Admiral and it didn't action this. But Mr F clearly knew there was a policy for him, so I would have thought that if he had not received renewal documents he would have queried this with Admiral, at least in relation to the price for cover if nothing else. I note Mr F did receive the payment schedule sent when the cover was temporarily arranged for the Ford. The payment schedule wouldn't show the date of cover on it. But it was sent with other documents at that time which did show that cover was in place for the Ford until 26 March 2020 only.

Given the details for the Ford were on Admiral's system, it doesn't surprise me that Admiral was able to find Mr F's policy, covering the Vauxhall, with those details. But I can understand why, when having been pulled over by police and in a stressful situation, Mr F thought this meant Admiral had initially acknowledged to him that the Ford was covered.

Mr F says he sold the Vauxhall, presumably around March 2020. That being the case I think it is fair that Admiral reimburses his premiums taken from him for cover for that car in the years since it was sold. If Mr F wants Admiral to reimburse his outlay in this respect he should send it proof of the Vauxhall's sale – that doesn't necessarily mean he has to show he received money for it. I think that reasonably sets things right, but as I'm satisfied that the problem – the Vauxhall having remained on cover, rather than cover being in place for the Ford – was not caused by Admiral, I won't require it to add interest to the reimbursed sum. Or to pay Mr F any compensation.

### **Putting things right**

I require Admiral, upon proof being provided by Mr F of the sale of the Vauxhall previously covered by it, to reimburse the premiums taken for the cover for that car, from the date it was sold until the Ford was placed on cover in November 2022.

### **My final decision**

I require Admiral Insurance (Gibraltar) Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 30 August 2023.

Fiona Robinson  
**Ombudsman**