

The complaint

Mr C complains that Admiral Insurance (Gibraltar) Limited treated him unfairly by renewing his car insurance policy against his wishes.

What happened

Mr C had car insurance with Admiral and they sent him an auto-renewal notice in October 2022. Mr C wasn't happy with the price offered for renewal and so said he'd shop around, he says he made clear he didn't want the auto-renewal to go ahead.

Despite that, the policy was renewed. Admiral attempted to take payment for it on several occasions, but it didn't go through, so, they cancelled the policy. They informed Mr C about this and eventually passed the debt onto a third-party company to collect on their behalf.

Mr C wasn't happy with that. He says the policy renewed against his wishes, he felt harassed by the third-party company and that there'd been a data protection breach – because Admiral had no right to share his information.

An investigator here looked into the matter. They agreed Mr C had been clear in that he didn't want the policy to auto-renew, and he'd suffered unnecessary distress and inconvenience as a result. The investigator recommended Admiral pay Mr C £250 in order to compensate him for that.

Admiral accepted the recommendation, but Mr C did not. He raised a number of concerns – mainly around data protection – so the case has been passed to me to decide.

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.

It's helpful for me to begin by explaining that we don't always comment on or answer every point raised in a complaint. That isn't intended to be a discourtesy to either party and simply reflects the fact we're less formal than the courts.

I acknowledge Mr C's strength of feeling in this matter, it has clearly upset him and he has advised of a medical condition which he says was exacerbated by it. But, I see it as being a relatively straightforward issue and we have to accept things sometimes go wrong – this is an issue of human error after all. What is important is how mistakes are put right.

Admiral were wrong to have auto-renewed Mr C's policy, that is not in dispute here. It follows, to my mind, that they were wrong to have passed his details to a third-party for debt collection purposes. Mr C shouldn't have had the stress of being asked to pay money that he didn't rightfully owe, nor with the inconvenience of having to raise his concerns about what he had been through.

It's also the case that Admiral didn't adequately deal with the issue in the first instance, saying he hadn't asked for the auto-renewal to be cancelled. This only added to Mr C's

frustration.

But, in now agreeing to pay compensation for what happened, it's for me to consider whether that compensation is reasonable, and it is. While Admiral have made the failings that I've already outlined, they were quite quick in agreeing to cancel the policy and write-off what I shall call a perceived debt.

Overall, I consider £250 to be a fair amount for what has gone on here.

Turning to Mr C's concerns around records management and data protection, the investigator made clear that is more the remit of the Information Commissioner's Office. I also note that Mr C has put in a separate complaint to that office and so I think they are better placed to make any findings in that respect.

That is not to say Mr C hasn't suffered from what's happened, so I'd like to assure him that I've taken into account what the sharing of information has caused him in terms of distress and inconvenience. It's just that I think, especially given the above, it isn't my place to make a finding as to whether a technical breach of the General Data Protection Regulations has occurred – or whether any remedy in respect of data correction or deletion is needed.

My final decision

It is my final decision that I uphold Mr C's complaint. I require Admiral Insurance (Gibraltar) Limited to issue him compensation of £250.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 July 2023.

Will Weston
Ombudsman