

## The complaint

Mr B complains that Admiral Insurance Company (Gibraltar) Limited unfairly declined to renew his motor insurance policy.

## What happened

From at least mid-October 2020, Mr B had some vehicles insured with Admiral.

On 28 October 2020, Mr B committed a speeding offence (SP30) for which he later received three penalty points on his driving licence.

On 27 October 2021, Admiral made a note to check for convictions before offering a renewal. The renewal date was 8 July 2022.

In June 2022, Mr B was making a claim to Admiral for malicious damage.

On 21 June 2022, Admiral emailed Mr B a letter saying the following:

*“Unfortunately, because we do not have your updated motoring endorsement details we cannot offer you insurance this coming year.  
Please contact the Renewals Department on the telephone number above so we can update your records.  
Your motor insurance cover will end at 00:00 hours on 08/07/2022.”*

On 23 June 2022, Mr B emailed Admiral’s claims department saying that he had informed it about his speeding endorsement.

On 24 June 2022, Admiral’s file says that it was to amend its records to show the SP30.

On 8 July 2022, the policy lapsed.

On 15 July 2022, Mr B emailed Admiral again. He asked if it had “rolled over” the policy.

On 21 July 2022, Mr B called Admiral to see if he could reinstate the policy.

On 25 July 2022, Mr B emailed a complaint to Admiral.

By a final response dated 20 October 2022, Admiral turned down the complaint.

Mr B asked us to investigate his complaint.

Our investigator recommended that the complaint should be upheld in part. He didn’t think that it was Admiral’s fault that Mr B faced higher premiums after the policy expired in July 2022. However, the investigator thought that Mr B had emailed Admiral on 23 June 2022 and Admiral did update his conviction details the next day, before the policy lapsed. Admiral hadn’t shown any other reason why it decided not to renew Mr B’s policy.

The investigator recommended that Admiral should compensate Mr B with £200.00 for the inconvenience caused in not offering him a renewal.

Admiral disagreed with the investigator's opinion. It asked for an ombudsman to review the complaint. It says, in summary, that:

- It needed to complete a licence check with DVLA to validate Mr B's details. DVLA license check codes are time sensitive, so it conducts these over the phone and not via email.
- Its letter (dated 21 June 2022) asked Mr B to call (not email).
- As he didn't follow its request to call, it was not able to proceed with insuring him and his vehicles.
- Mr B was too late in contacting it, and by that time the policy had already lapsed.

Mr B says, in summary, that:

- He suffered attacks. He found Admiral very unhelpful and unfair in response to his claims.
- He made calls to Admiral towards the end of June and late July 2022.
- He is homeless and trying to access mental health services.
- He has never taken illegal drugs.

### **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.

I've seen that on Friday 17 June 2022, at about midday, DVLA issued a licence summary for Mr B showing the SP30 and no other offences. The summary included a check code valid for 21 days.

I've also seen an email a few minutes later on 17 June 2022 from Mr B to Admiral's claims team. He was replying to an email the day before about his claim. He said that he attached the DVLA summary. A few minutes later, he emailed the claims team again with the check code.

As I've said, Mr B was replying to Admiral's claims team. Admiral's renewals team didn't contact Mr B until Tuesday 21 June 2022. By that time, Admiral's claims team had been in receipt for a few days of the DVLA information about Mr B's driving licence record. So the renewals team was incorrect to say that Admiral didn't have his updated motoring endorsement details.

Mr B's email of 23 June 2022 said the following:

*"...the information was available to you at least 6 months ago probably more on the various driving licence checks that have been insisted [upon]"*

In my view, it would've been more helpful if Mr B had confirmed the SP30 dated 28 October 2020 and forwarded his email with the DVLA summary.

Nevertheless, Admiral's file includes a note dated 24 June 2022, saying that it needed to amend the date and offence code to 28 October 2020 and SP30. That note reflects the DVLA details received on 17 June 2022.

So, by 24 June 2022, Admiral had received and noted the details it had asked for in its email of 21 June 2022. On 24 June 2022, there was still over two weeks before the policy was due to expire on 8 July 2022. And from 24 June 2022, the absence of endorsement details was no longer a reason not to offer renewal.

So I don't consider that Admiral treated Mr B fairly by asking for such details on 21 June 2022, ignoring those details on 24 June 2022 and not offering renewal from 8 July 2022.

With the endorsement and the claims, Mr B was bound to be facing a higher premium than before. I haven't seen enough evidence to say that Admiral would've quoted less than what Mr B ended up paying to another insurer. So I don't find it fair and reasonable to direct Admiral to compensate him for that.

However, I accept that the non-renewal caused Mr B the inconvenience of finding alternative cover in a couple of weeks. I also accept that the impact on Mr B of Admiral's refusal to offer renewal included making him feel that he had been unfairly accused of doing something wrong.

### **Putting things right**

So I conclude that it's fair and reasonable to direct Admiral to pay Mr B £200.00 for distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Admiral Insurance Company (Gibraltar) Limited to pay Mr B £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 June 2023.

Christopher Gilbert  
**Ombudsman**