

The complaint

Mr G complains that EUI Limited (Admiral) has treated him unfairly in relation to his motor insurance policy.

What happened

The background of this complaint is well known to all parties. So, I won't repeat it here and I'll simply summarise events.

- Mr G has a policy with Admiral. This is multi insurance policy that provides different covers. Mr G's son was added to this policy.
- In January 2023 Mr G's son was involved in an accident and made a claim under his own cover.
- During this time, Mr G says he was contacted by Admiral incorrectly on a number of occasions mistakenly referencing Mr G's own claim – when instead this was his son's. He tried to clarify this with Admiral and reported long waits on the phone and various chains of messages. Mr G also described frustration caused by third parties reaching out to him related to a loss that was not his own. He has said this was a breach of his data protection rights.
- So, Mr G complained to Admiral. This complaint then came to this Service and one of our Investigators looked into what happened. He said:
 - It was evident Mr G had been contacted by Admiral and various parties incorrectly related to a claim that was not his own.
 - Admiral would need to correct the insurance claims database ("CUE") should it have recorded any such claim incorrectly.
 - For its mistakes, Admiral should provide Mr G with £300 compensation.
- Around this time, Admiral issued a final response to Mr G. Within it, it acknowledged fault in places and offered £300 compensation. It confirmed the CUE data for Mr G was correct.
- Mr G was unhappy, saying it had failed to engage with his complaint points, apologise or give clear answers to how and why matters went wrong. So, he asked for the matter to be referred to an Ombudsman for 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.

Having done so, I'm upholding this complaint. I'll explain why.

- My role as an Ombudsman at this Service requires me to say how I think a complaint should be resolved quickly and with minimal formality. That means I'll focus on what I consider to be the crux of the complaint.

- Where I don't comment on every point made by the parties, that's not to say I haven't seen or considered them, it's just I don't consider it necessary to specifically reference them in reaching my decision. This is not intended as a discourtesy, but a reflection of the informal nature of this Service.
- This complaint is brought by Mr G. And as our Investigator has outlined, this means this complaint concerns the impact of any such mistakes on him as an individual, and not his family members or any complaint they may have with Admiral. For instance, Mr G has mentioned a previous cheque of £100 that was sent to one of his sons but intended for the other. I cannot comment on this as it falls outside of the scope of Mr G's complaint.
- In this case, it is evident that Admiral has made many mistakes in relation to Mr G's details and data. And Admiral hasn't disputed this, nor that its actions have caused frustration to Mr G. So, I'm satisfied Mr G has been caused avoidable and unnecessary frustration and had to spend a lot of his own time trying to deal with this matter when there was no reason to involve him.
- I understand Mr G wishes to know the cause of these mistakes – whether wilful or unintentional error. While I appreciate this, my role requires me to look at whether a business has made a mistake, and if it has, make a direction to put things right. In this instance, the reasons behind the mistake are not material to the direction I am making as I'm simply satisfied Mr G has been poorly treated by Admiral.
- Admiral has confirmed Mr G's CUE data is correct, so I see no reason to make a further direction on this matter.
- Taking everything into account, I'm satisfied a sum of £300 compensation accounts for the personal distress and inconvenience Admiral has caused Mr G.

My final decision

For the above reasons EUI Limited trading as Admiral must pay Mr G £300 in compensation for the avoidable distress and inconvenience it has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 25 August 2023.

Jack Baldry
Ombudsman