

The complaint

Ms H complains about the way Admiral Insurance (Gibraltar) Limited administered her single trip travel insurance policy. Ms H is unhappy because Admiral sent policy information to the wrong address.

What happened

The circumstances of this complaint are well-known to both parties, so I've simply set out a summary of what I think are the main events.

In early April 2023, Ms H took out a single trip travel insurance policy to cover a trip she had booked. She was due to travel in December 2023. She opted for her policy documents to be sent to her by post.

On 14 April 2023, Ms H contacted Admiral, as she hadn't received any policy documentation. The call handler informed Ms H that this would be resent. However, following the call, Ms H received a communication stating that her address had been changed. As Ms H hadn't changed her address, she contacted Admiral a short time later. Another call handler changed Ms H's address back to the correct address and requested that further policy documents be sent to her.

Unfortunately, in the meantime, a policy schedule had been sent and issued to the incorrect address. This schedule included Ms H's name, date of birth, trip dates and noted that she hadn't declared any medical conditions.

Ms H was very concerned about the way that Admiral had administered her policy. She was worried that her personal information, including her correct address details and trip dates, had been shared with a third-party. She was concerned that given the policy documents showed a period she'd be away from her home; a third-party might be able to use that information to potentially commit theft while she was away. She complained to Admiral about the way it had handled her policy and personal information.

Admiral accepted that it had made an error. However, it said that Ms H's correct address hadn't been included on the policy document which had been sent to the wrong address. It paid Ms H £100 compensation.

Ms H remained unhappy with Admiral's position and so she asked us to look into her complaint. She felt it was likely her address had been changed prior to her first call with Admiral on 14 April 2023 and that therefore, her policy information had been sent to the wrong address earlier than Admiral had said. So she still felt Admiral had shared her correct address with an unauthorised third-party. And she told us that due to her concerns about the security of her home, she'd cancelled her trip and had lost her deposit.

Our investigator thought it was most likely that Ms H's address had been changed in error when she called Admiral to query the receipt of her policy documents. While she accepted that Admiral had sent a policy schedule which included some of Ms H's personal information to an incorrect address, she didn't think the schedule had included Ms H's actual address.

She acknowledged though that Admiral's error had caused Ms H a significant amount of trouble and upset. And so she recommended that Admiral should pay Ms H total compensation of £500.

Admiral didn't respond to the investigator's assessment.

Ms H disagreed and I've summarised her responses. She didn't think an additional payment of £400 was enough to put right Admiral's error. She felt that Admiral had conveniently produced 'late' evidence in the form of the schedule, which hadn't been included in a bundle of documents she'd been sent. She still felt it was most likely that full policy information, including her actual address, had been shared with an unauthorised third-party. She felt we should contact the occupier of the other address to check what information had been sent to it. She considered that the investigator was on Admiral's side and that the investigator had supported Admiral's behaviour.

The complaint's 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.

Having done so, whilst I'm very sorry to disappoint Ms H, I think total compensation of £500 is a fair and reasonable award to resolve this complaint and I'll explain why.

First, I'd like to reassure Ms H that whilst I've summarised the background to this complaint and her detailed submissions to us, I've carefully considered all she's said and sent us. Within this decision though, I haven't commented on each point she's made and nor do our rules require me to. Instead, I've focused on what I consider to be the key issues.

Next, it's important I make clear our role. We look into complaints brought by consumers about the regulated activities of financial businesses we cover. We will consider the individual circumstances of each specific complaint to decide whether a financial business has done something wrong, and, if so, whether it needs to take any action to put things right. We are independent and impartial of both parties and we assess the evidence available on each case to reach an outcome we believe to be fair and reasonable. We're not the industry regulator and so we have no power to fine or punish the businesses we cover.

Ms H feels strongly that Admiral failed to fully comply with a data subject access request she made to it under data protection law. She's indicated that she feels transcripts are missing information and that Admiral failed to include documents in the evidence it sent her. It appears Ms H has already raised her concerns about the overall handling of her personal data with the Information Commissioner's Office. In my view, that is the proper body to assess whether Admiral complied with Ms H's data subject access request in line with its statutory obligations. On that basis, I won't be considering those complaints points as part of this decision. What I will go on to consider is the nature of Admiral's error and what I think fair compensation should be.

It's common ground that Admiral incorrectly changed Ms H's address on its system. It generated policy documentation which was sent to the address of an unauthorised third party. It's clear then that Admiral made a significant mistake in the way it administered Ms H's policy. Admiral's records and Ms H's testimony show that on 14 April 2023, Ms H called Admiral because she hadn't received policy documentation for a travel insurance contract she'd taken out around eight days earlier. Ms H is very worried that her address was wrongly amended ahead of this call and that therefore, her information – including her actual address

– was shared with an unknown third-party during that period. Admiral maintains that Ms H's actual address wasn't erroneously shared at any time.

Where there's a dispute about what's happened, I need to make my decision on the balance of probabilities - what I think is most likely to have happened, taking into account the available evidence and circumstances. And having weighed-up all of the evidence, I think it's more likely than not that Admiral didn't amend Ms H's address until 14 April 2023, as I'll go on to explain.

When Ms H called Admiral on 14 April 2023 to request a copy of her policy documents, she was asked to answer security questions to check her identity. One of those was her address. Ms H gave her actual address, which 'passed' Admiral's security check. If Admiral had had the wrong address on its system at that time, I don't think Admiral would have been able to verify Ms H's identity. And I note too that Admiral's records show that it appears the wrong address was auto-filled into Ms H's records during Ms H's conversation with the call handler, which had led to the generation of the amendment notification and the policy documentation. So I find, on balance, that Ms H's address most likely wasn't changed until her first call with Admiral took place on 14 April 2023. Accordingly, I don't think it's likely that any documentation containing Ms H's personal information was sent out to the wrong address ahead of that date. Next then, I'll consider the information Admiral says was sent to the wrong address on 14 April 2023.

I've seen a copy of the policy schedule which Admiral says was sent to the wrong address on 14 April 2023. This includes:

- The policy cover dates;
- Ms H's planned trip dates;
- Her planned destination;
- Ms H's date of birth;
- The answer 'none' to the medical condition declaration; and
- The wrong address.

There is no reference to Ms H's actual address on this schedule. So while I entirely accept that Admiral did wrongly send some of Ms H's personal data to a third-party when it issued this particular policy schedule, on balance, I don't think the documentation included details of Ms H's actual address. I appreciate Ms H has concerns about when this schedule was produced. But I've seen no compelling or persuasive evidence that it was produced any later than 14 April 2023 – the cover start date printed on it. And while Ms H may have liked us to contact the person who lives at the third party address to check what information was sent to their property; I don't think this would have been appropriate or reasonable.

As I've set out above, I accept that Admiral did make a significant error when it wrongly changed Ms H's address and sent an incorrectly addressed policy schedule to a third party. So I need to decide how I think Admiral should put things right. In doing so, I've borne in mind what I think the impact of Admiral's mistake was on Ms H – in her particular circumstances and based on her testimony and actions.

Ms H told us that keeping her information private is very important to her. She was very worried that an unauthorised third party could potentially have details about her address and a specific period she'd planned to be away from her home. This caused Ms H significant upset and worry, leading her to cancel a pre-booked trip. She's told us she feels unable to leave her home during the planned trip dates. It's clear from Ms H's submissions how much trouble and distress this matter has caused her and so I think the impact of Admiral's error on her has been significant. And it seems that Ms H will continue to be concerned about the security of her home for at least a few months longer – at least until after the trip dates have

passed. As such then, I think the adverse impact of Admiral's mistake on Ms H will ultimately be over several months and I find she ought to be compensated for a prolonged period of trouble and upset.

In the particular circumstances of this complaint, I agree with our investigator that the compensation of £100 which Admiral paid to Ms H isn't sufficient to reflect the impact I think its error has had on her. I too think that a total award of £500 (inclusive of the amount it's already paid) is fair, reasonable and proportionate to reflect the prolonged distress and inconvenience this matter has caused her. So I'm directing Admiral to pay Ms H a total of £500 compensation, less any amount of compensation it's already paid.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint.

I direct Admiral Insurance (Gibraltar) Limited to pay Ms H total compensation of £500, less any amount it's already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 7 November 2023.

Lisa Barham
Ombudsman