

The complaint

Mr and Mrs A have complained about the way Admiral Insurance (Gibraltar) Limited has administered their motor insurance policy.

What happened

As the circumstances of this complaint aren't in dispute, I'll summarise what's happened.

- Mr A had an insurance policy for his car with Admiral. In 2019, he changed it to a multi car insurance policy to cover his and his wife's cars. He says he spoke to Admiral to check that both he and his wife would individually build up a No Claim Bonus (NCB) – and he recalls being told they would.
- The policy renewed each year until 2023. At that time, Mr A found alternative cover and let the Admiral policy come to an end. He asked for confirmation of NCB letters for him and his wife. Admiral said only he would receive one.
- Mr A complained. He said Admiral hadn't fulfilled the agreement he made when he took out the policy. And, as a result, Mrs A now had to pay higher premiums without the benefit of her NCB.
- Admiral said it no longer had the call recording from 2019. It had sent policy documents each year to show Mr A was the only policyholder and he hadn't updated it to add Mrs A as a joint policyholder. As it's only the policyholder who is entitled to the NCB, it only provided Mr A with a NCB letter.
- Our investigator thought the complaint should be upheld. He said Mrs A should have been a joint policyholder, so she should have built up a NCB with Admiral. He asked Admiral to provide her with a NCB letter and reimburse the administration charge for her changing her NCB with her new insurer.
- Mr and Mrs A agreed with this. Admiral didn't. It said its staff were trained to setup policies correctly, including establishing the correct policyholder(s). It reiterated that Mr A had been sent renewal documents showing he was the sole policyholder – and he hadn't changed this information.

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.

- The policy says, in summary, that Admiral will assess the NCB as if each vehicle was insured separately. And Admiral says each policyholder on the policy builds up their own NCB.
- The reason why Mrs A hasn't been given a NCB letter is because she wasn't the joint policyholder – so Admiral hasn't built up her NCB in line with the policy.

- No claims have been made on the policy, for any car, so if Mrs A had been a policyholder, she would have built up a NCB.
- Admiral says the 2019 call isn't available due to the passage of time. That means there's no objective evidence to show whether Mr A asked for Mrs A to be a joint policyholder and/or whether Admiral said she would build up her own NCB. So it's possible this dispute may have arisen due to a mistake or oversight by either party.
- Where the evidence is incomplete, I must decide what's more likely than not to have happened, and take into account what I consider to be fair and reasonable, in order to reach a decision about how to resolve this dispute.
- Mr A has shown that he was the owner and keeper of one of the insured cars and Mrs A was the owner and keeper of another. So it would have been appropriate for her to be a policyholder.
- Mrs A had built up a NCB prior to joining the Admiral multi car policy and would have continued to do so had she been a policyholder. So it would have been beneficial for her to have been a policyholder.
- I haven't seen any evidence to suggest there would have been any disadvantage to Mr and/or Mrs A if she were a joint policyholder.
- In these circumstances, I think it's more likely than not that Mr A would have asked for Mrs A to be a joint policyholder. And, had he done so, it would have been correct for Admiral to have told him she would build up her own NCB – which supports his recollection of the call.
- Admiral says its staff are trained to setup policies correctly. I don't doubt that's the case or that most of the time this is what happens. But I don't think it's likely this is what happens in all cases. And in the particular circumstances of this case, I'm satisfied it's more likely than not that a mistake was made by Admiral.
- Admiral sent Mr A policy documents showing he was the sole policyholder. So it gave him the opportunity to recognise and correct the mistake. I think he understood the policy had been correctly setup and didn't expect he'd need to correct it. Nonetheless, he ought to have checked the documents carefully and corrected the error. But I don't think the proportionate response to this oversight is to refuse to build up and share details of Mrs A's NCB. And ultimately I think Mrs A should have been a joint policyholder from the outset and should have built up a NCB with Admiral.
- As a result, I'm satisfied it would be fair and reasonable for Admiral to provide evidence of Mrs A's NCB, as if she'd been a policyholder with Admiral since the multi car policy began in 2019.
- Mrs A can then take this evidence to her new insurer, have it update the details and adjust her premium accordingly. I understand this will attract a small administration charge. Had Admiral agreed to provide evidence of Mrs A's NCB at an earlier stage, I may not have told Admiral to pay the administration charge as Mr A could have corrected the mistake.
- However, rather than simply recognising this dispute was likely the result of an error in 2019 – and that Mrs A should have been a joint policyholder from the outset –

Admiral has unnecessarily delayed the resolution of this matter. So I think it would be fair and reasonable for Admiral to pay the administration charge as a form of compensation. Admiral can request evidence that Mr A has paid the charge before reimbursing him if it wishes.

My final decision

I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to:

- Provide evidence of Mrs A's NCB, as if she'd been a policyholder with Admiral since the multi car policy began in 2019.
- Reimburse the administration charge, subject to evidence.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 7 March 2024.

James Neville
Ombudsman