

The complaint

Mr C complains about Admiral Insurance (Gibraltar) Limited in relation to a motor insurance policy. Reference to Admiral includes its agents.

What happened

In summary, Mr C had a motor insurance policy underwritten by Admiral. The policy relevant to this complaint started in June 2021 and ended in June 2022. In December 2021, Mr C reported to Admiral that he'd been involved in an accident that wasn't his fault. Mr C said a scooter driver proceeded through a red light and collided with his car as he was turning right. Mr C said the driver of the scooter was injured. He says he showed his dashcam footage to passing police officers who agreed the scooter driver was at fault. Mr C told Admiral he didn't want to make a claim.

Admiral recorded what Mr C said. It allowed Mr C's no claims bonus. Admiral kept the matter open and closed it in June 2023, as it hadn't received a claim from the third party. It reported information to the Claims and Underwriting Exchange (CUE) database.

In January 2024, Mr C contacted Admiral. He asked Admiral to remove details of the incident. Admiral told Mr C it was unable to do that. Mr C didn't think that was fair and pursued his complaint.

Mr C complains that Admiral recorded a fake claim on CUE. He says he didn't make a claim, wasn't at fault and his no claims discount was protected. Mr C says as a result of Admiral's actions, his premiums have increased and some insurers and car rental companies have refused to deal with him. He says Admiral deleted its recording of a phone call with him in January 2024, in which it admitted a breach of the Financial Conduct Authority's (FCA's) rules.

Mr C wants Admiral to refrain from recording fake claims and sharing information with other insurers. He's questioned the accuracy of the models insurers use when assessing risk and setting premiums.

In response to Mr C's complaint, Admiral said it had recorded information about the incident correctly and that doesn't mean a claim was made on his policy. It said it recorded the incident as 'notification only'. Admiral said whilst Mr C's no claims bonus hasn't been affected and he wasn't at fault for the incident, this can still have an effect on rating when deciding future premiums. Admiral sent Mr C compensation of £25 in relation to its delay in responding to his complaint.

One of our Investigators looked at what had happened. He didn't think Admiral had treated Mr C unfairly. The Investigator said Mr C's policy provides that if he or his vehicle are involved in any type of incident, he must tell Admiral about it within 48 hours, regardless of fault. He said most insurers share information with CUE and Admiral is obliged to record and report information accurately.

The Investigator said insurers each have their own way of assessing risk and calculating premiums, part of which involves considering any incidents an individual has been involved in. He said whilst some insurers charge more where there's been notification of an incident, not all do.

The Investigator said the recording of the phone call in January 2024 between Mr C and Admiral isn't available. He said Admiral had explained the call failed to record correctly. The Investigator said Admiral had provided its call notes and he was satisfied Admiral had told Mr C, correctly, that it wouldn't be able to remove the information it had recorded on CUE. He didn't think Admiral had done anything wrong.

Mr C didn't accept the Investigator's view and asked that an Ombudsman consider his complaint, so it was 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.

I've taken into account the law, regulation and good practice. Above all, I've considered what's fair and reasonable.

It's clear Mr C has strong feelings about this matter. I trust he won't take as a discourtesy the fact that I focus on what I consider to be the central issues.

Mr C asked for a conversation with me so he can send a recording of that conversation to the FCA. I've read all that's been said and provided. I have a good understanding of Mr C's points and I don't need to speak with him for the fair resolution of this complaint. It's rare that this is necessary. Mr C is free to raise his concerns with the FCA whatever the outcome of his complaint.

The policy terms

The relevant parts of the policy provide as follows:

'General conditions

[...]

2. Claims procedure

*If **you** or **your vehicle** are involved in any type of incident, regardless of fault, **you** must:*

- *tell us about it within 48 hours*
- *[...]*

'Privacy and Security Statement

[...]

2. Confidentiality and disclosure of your data

[...]

***We** would like to bring to **your** attention **our** obligations to disclose data in the following four exceptional cases permitted by law, and the other situations set out below. These are:*

- *[...]*
- *where disclosure is required to protect **our** interest.*
- *[...]*

Did Admiral treat Mr C unfairly or unreasonably?

I don't think Admiral treated Mr C unfairly or unreasonably and I'll explain why:

- In accordance with the policy term I've set out above, Mr C was obliged to report to Admiral any type of incident involving him or his car, which is what he did in December 2021.
- Whilst Mr C told Admiral he didn't want to make a claim, I don't think Admiral treated Mr C unfairly or unreasonably in keeping the matter open. There was the possibility of a claim by the third party and a potential for Admiral to incur an outlay. It's common practice for an insurer to leave the matter open until such time as it's satisfied a claim isn't going to materialise and to record the matter as an open claim, even when the policyholder hasn't made a claim and it hasn't yet received a claim from a third party. Admiral closed the matter in June 2023.
- Admiral recorded on CUE that this matter was 'notification only'. CUE is a shared record of insurance claims and incidents. The policy term I've set out above permits Admiral to share information in this way. It's not the role of this service to tell insurers exactly how they should use CUE. I am able to consider whether an insurer has acted fairly and reasonably when recording data on CUE, and that's what I've done in this case. In all the circumstances here, I'm satisfied Admiral acted fairly and reasonably in recording the information internally and on CUE in the way it did.
- Mr C says Admiral's actions have caused his premiums to increase and some insurers and car rental companies have refused to deal with him. He's also questioned the accuracy of the models insurers use when assessing risk and setting premiums. I can't comment on the actions of a business not a party to this complaint. But I can say generally it's for an insurer to decide what risks it wants to cover and what premium to charge to cover those risks. Insurers consider many factors when setting premiums. When deciding how much to charge for their policies they will assess the likelihood of a policyholder making a claim and how much they might have to pay out for those claims. It's for each insurer to decide which factors it wishes to take into account. Most insurers take into account open claims and some insurers take into account 'notification only'. I don't think Admiral is responsible for how other insurers use the information its recorded fairly.
- Admiral doesn't have a recording of its phone call with Mr C in January 2024. Not all calls are recorded successfully. Admiral has provided its contemporaneous notes of the call. There's no reference to an admission in relation to breaching FCA rules. Where there's a dispute about what's happened – as there is here - I come to a decision based on what I think is most likely to have happened, based on the available evidence and the surrounding circumstances. On balance, I don't think there's sufficient evidence to support Mr C's recollection about what was said in the call.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 27 November 2024.

Louise Povey
Ombudsman