

The complaint

Miss C is unhappy with Admiral Insurance (Gibraltar) Limited's (Admiral) decision to increase her premiums after she made a phone call with a general enquiry.

What happened

In June 2021 Miss C moved into her home. She says when she moved in, the property had an existing crack in a wall and a leak in the roof. In December 2021 Miss C phoned Admiral with an enquiry about how the policy worked in general but she says she was clear there wasn't an incident to claim for. However, Miss C says the enquiry was logged as an incident and given a claim reference.

In June 2023, Miss C said she believed incorrect information had been logged and wanted this removed from her record as it was misleading and wrongly increasing her premiums. Miss C says this call was also logged as an incident with a claim number, leading to her 2024 renewal quote being £131 more than the previous year.

Admiral agreed the incidents had been logged and said this was their standard procedure when a customer contacts them to discuss potential damage. They said this is because if a customer doesn't take steps to mitigate damage it could impact a future claim. They said they'd handled Miss C's enquires as expected and wouldn't alter their records.

Unhappy with Admiral's response, Miss C referred her concerns to the Financial Ombudsman Service. They were considered by one of our investigators who said Admiral was required to ensure information given to it was accurately recorded, and as it had done so she didn't think it needed to do anything more. Miss C didn't agree, remaining of the view the information recorded was inaccurate.

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.

First, I'd like to reassure Miss C that while I've summarised the background to this complaint and her submissions to us, I've carefully considered all that's been said and sent. In this decision though, I haven't commented on each point that's been made and nor do our rules require me to. Instead, I've focused on what I think are the key issues.

And having considered the information provided I've reached the same outcome as our investigator and for the same reasons.

Insurers are required to record information correctly and accurately, regardless of whether information leads to a claim. I appreciate Miss C was contacting Admiral to ask questions about how the policy might respond to existing damage in her home. Admiral recorded this information as "incident only". However, it's possible those areas of damage could lead to a claim and what Miss C knew of the damage could possibly impact any outcome of a claim – though I appreciate the call note suggests Miss C didn't consider it likely the policy would

provide cover. I don't consider Admiral has wrongly recorded the incident and I'm not going to ask it to remove or amend the records.

I appreciate the recording of the incident appears to have affected the renewal price of the policy. Miss C has said if she applied for a policy as a new customer (through a comparison site) without a record of those incidents, the premium would be much lower. She's supplied evidence of this, and I don't disagree there's a difference in price. However, Miss C did notify Admiral of areas of damage to her home.

As I haven't concluded Admiral acted wrongly or unfairly in logging these incidents, I can't conclude these should be removed or that Admiral has wrongly considered these when the policy renewed and calculated what the increased premium should be. As a result, I'm not going to ask Admiral to take any further action to remove the incident only records. I'm sorry this won't be the answer Miss C is hoping for.

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 Miss C to accept or reject my decision before 16 January 2025.

Emma Hawkins

Ombudsman