

The complaint

Mr M is unhappy that Admiral Insurance (Gibraltar) Limited (Admiral) removed a named driver from his car insurance policy without his authorisation.

What happened

In September 2022 Mr M contacted Admiral to arrange car insurance for a guest staying at his home to drive one of his cars. During this conversation, Mr M decided to add two more cars to the policy, each being added at the point their current insurance ended. And Admiral sent Mr M policy documentation confirming when each car would be added to the policy, and who was insured to drive each car.

During the policy renewal in September 2023, Mr M contacted Admiral to remove two of the cars from the policy. Admiral acted on Mr M's instruction and sent him confirmation via email.

In May 2024, Mr M discovered a named driver, who I'll refer to as Ms R, who had previously been insured under the policy had been removed from cover without his knowledge. So, he complained to Admiral.

Admiral said Ms R was only insured to drive one of the cars Mr M added to the policy. And this car was removed from the policy in September 2023 at Mr M's request. Admiral said Mr M didn't add Ms R as a named driver of the car still on cover. And therefore, it hadn't made a mistake. Mr M remained unhappy and referred a complaint to this service for an investigation.

Our Investigator didn't uphold the complaint. He said the named driver was only insured to drive one of the cars and this car had been removed from the policy by Mr M. He said he'd seen no evidence to support Ms R was a named driver on any other of the car's insured. So, he didn't think Admiral had acted unfairly. Mr M disagreed and asked for an Ombudsman to consider the complaint.

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 want to explain I won't be repeating the entirety of the complaint history here or commenting on every point raised, as the same is already well known to both sides. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair and reasonable conclusion.

I don't mean any discourtesy by this; it simply reflects the informal nature of this Service and our key function – which is to resolve disputes quickly, and with minimum formality, on the basis of what I believe is fair and reasonable in the overall circumstances of the complaint. However, I assure both parties I've read and considered everything provided as part of this complaint.

Mr M Contacted Admiral in September 2022 to arrange cover for several cars he owned. He already had cover in place for two of the cars so he couldn't add these to the policy immediately. Instead, Admiral agreed to cover these cars from the date their current insurance ended. And it sent Mr M documentation confirming this.

I've reviewed the documentation Mr M was sent in 2022. These explain which car is insured and on what terms. They also provide a breakdown of who is insured to drive each car. Ms R is only named to drive one of the cars Mr M sold and removed from cover in September 2023. She wasn't a named driver for the car that remains on cover.

Mr M maintains he added Ms R to the policy as a named driver on the car still insured. He says the policy documentation he was sent at renewal confirmed that. And Admiral has now removed her without his permission or knowledge. But I've looked at the original documents Admiral sent Mr M as well as the renewal documents in September 2023, and I can't see Ms R is registered as a named driver on the car in question. So, it seems more likely than not, Ms R wasn't a named driver on this car. And I'm not persuaded she was taken off the policy by Admiral unfairly.

Once Mr M sold his car, it was removed from the policy – and in doing so Ms R was also removed. As she wasn't insured to drive the car that remained on cover, I don't think it was unreasonable for Admiral to take her off the policy. I understand Mr M has now arranged for Ms R to be covered to drive his car, and he paid an additional premium for this. But as I've seen no persuasive evidence that Mr M previously requested Ms R to be added to the insured car, I don't think Admiral has acted unfairly in charging an additional premium. Or that it made a mistake in the way it arranged the policy.

I note Mr M is unhappy that some of the policy documentation is no longer available to him. And he's having issues accessing his insurance portal. Mr M is entitled to raise these concerns directly with Admiral. And should Mr M's concerns remain unresolved, this would be subject to a new complaint. My decision has only focused on whether Admiral unfairly removed Ms R from Mr M's policy. And for the reasons I've set out above, I don't think it has. It follows, I'm not asking Admiral to take any further action.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 March 2025.

Adam Travers
Ombudsman