

## **The complaint**

Mr D, being represented by Mrs D, complains that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly priced car insurance quotes by using his gender as a criterion to set the premium.

## **What happened**

In May 2024 Mrs D sought car insurance quotes from Admiral for her son Mr D, and her daughter (who I'll call 'Ms D').

Mrs D says the quotes she received for Mr D were around double those for Ms D, even though these were for the same two cars and Mr D and Ms D have the same driving experience. Mrs D says she asked Admiral if the difference was because of Mr D's gender, and she was told it probably was. So, Mrs D complained on behalf of Mr D that his policy was being unfairly priced due to his gender.

In response to this complaint, Admiral issued a final response in June 2024, acknowledging that its agent had suggested the price difference might be due to Mr D being male. But Admiral said this advice was incorrect because it does not use a driver's gender to determine their premiums.

Our investigator said Admiral had provided evidence to show how it had calculated the premium, and he was satisfied this showed the driver's gender was not used. However, he thought that Mr D had been caused upset by being misled by Admiral into thinking he was being charged a higher premium because of his gender. So, he said Admiral should compensate Mr D £100 for the upset it had caused from the misinformation about the premium.

Because Mr D didn't agree, the complaint was referred 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, I've decided to uphold this complaint in part. I'll explain why.

I should start by saying while I've read and considered everything Mr D and Mrs D and Admiral have provided, I won't be commenting on every point made. I'll instead concentrate on what I consider are the key points I need to think about for me to reach a fair and reasonable decision. This isn't meant as a discourtesy to either party, but instead reflects the informal nature of this Service.

It isn't in dispute when Mrs D asked why the quotes were different, Admiral initially informed her this may have been because Mr D is male. Although Admiral has since clarified it doesn't use gender to price its policies, I understand Mrs D didn't agree with that explanation, citing the similarities between Mr D and Ms D's circumstances.

We're not a regulator, so it isn't our role to set rules on how an insurer should determine premiums. We're also not a court, so it isn't for me to decide if Admiral unlawfully discriminated against Mr D based on his gender. But I can look at whether Mr D was treated unfairly.

Admiral has provided evidence to show how the quotes were calculated. I acknowledge Mrs D asked for a copy of this, and I appreciate she'll be disappointed by this, but I can't share this evidence with her because it is confidential, commercially sensitive information. I would though like to assure Mrs D that I have considered this evidence carefully.

Insurers consider a variety of different factors to evaluate risk when setting a premium. And the specific factors used and influence they may have on the premium can vary from insurer to insurer. Admiral said that gender doesn't appear anywhere in the structure it uses to calculate premiums. That's what I would expect, since the law disallowed insurers from rating policies based on gender in 2012. And looking at the evidence Admiral has provided to show how the premium was set, gender doesn't appear anywhere as a factor which was considered or used.

So, on the evidence available to me, I don't find Admiral has calculated a premium based on using Mr D's gender.

As I said earlier, it isn't disputed Admiral told Mrs D that Mr D's quotes may have been higher because he is male. Admiral has since clarified Mrs D was given the wrong advice, which I think that's a reasonable explanation since the evidence doesn't show Mr D's gender was used. But I think it's caused Mr D some upset to think he may have been discriminated against because of his gender. So, I think some compensation is warranted for that.

But considering that Admiral didn't use Mr D's gender to calculate the premium, and Admiral confirmed this in June 2024 when it responded to the complaint, I think £100 is fair and reasonable compensation for the upset which was caused.

### **Putting things right**

I require Admiral to pay Mr D £100 compensation for the upset caused by incorrectly suggesting it may have used his gender when determining his premium.

### **My final decision**

I uphold this complaint in part and I require Admiral Insurance (Gibraltar) Limited to carry out what I've set out in the 'Putting things right' section of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 16 April 2025.

Daniel Tinkler  
**Ombudsman**