

The complaint

Mr S and Mrs P complain that Admiral Insurance (Gibraltar) Limited (Admiral) unfairly reduced their No Claims Bonus on their motor insurance policy.

What happened

The background of this complaint is known in detail to the parties involved so I won't repeat it in full again here, but in summary, Mr S and Mrs P made a claim on their Admiral motor insurance policy which resulted in a reduction to their No Claims Bonus (NCB).

Mr S and Mrs P complained to Admiral that their NCB was protected under the policy and so they thought Admiral should reinstate their NCB as a result. Admiral reviewed the policy and said that Mr S and Mrs P had never selected to protect their NCB and that this would've been clear in the policy and renewal documents that were issued to them. Therefore, it didn't uphold the complaint.

Our Investigator considered the matter and didn't think Admiral had done anything wrong. Mr S and Mrs P disagreed with the Investigator's findings, so the complaint has been 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.

Having done so, I've decided not to uphold this complaint. I'll explain why.

Mr S and Mrs P say that they didn't expect their NCB to be reduced when they made a claim on their Admiral motor insurance policy as they had opted to protect it. But from the policy documents I've seen, Mr S and Mrs P's NCB *wasn't* protected. So, on the face of it, I can't see that Admiral has done anything wrong here.

But Mr S and Mrs P say they *did* opt to protect their NCB during the initial sales call when they first took out insurance with Admiral. They say they presumed it would have remained on the policy through subsequent renewals as they never opted to remove it. Therefore, our Investigator requested any available call recordings from the time Mr S and Mrs P took out their policy. In response, Admiral provided us with a call from August 2023, during which the vehicle in question was quoted for and added to the insurance policy.

I've listened to the call that's available and from what I heard, there's no discussion of the NCB or mention that NCB protection was required. The call handler explained that he was only going to change the vehicle details on the policy as requested by Mr S and Mrs P, and that the rest of the policy details would remain the same unless they told him otherwise.

I don't have the initial sales call, but on balance, I'm satisfied I don't need it, because even if Mr S and Mrs P had opted to protect their NCB during that call, I don't think it would change my opinion in this case. I say this because, Mr S and Mrs P received annual renewal/policy

documents which included a *'Motor Proposal Confirmation'* which set out key information about their cover. The opening paragraph of this document states:

"You must check this document carefully because it is your record of the information you have provided and we have used this to assess the risk we are undertaking. Once you have checked this document, if any information is found to be incorrect, please contact us immediately."

The first page of this document sets out the *'Proof of No Claims Bonus'* and under the sub heading titled *'Description of your cover'*, it states, *'Bonus Protection: None'* (in bold).

Mr S and Mrs P had a responsibility to read over their policy documents to make sure the information they'd provided to Admiral was correct and that the policy met their needs. Had they done so, I'm satisfied that it should have been sufficiently clear that their NCB *wasn't* protected. Therefore, if they wished to have this protection, they could have contacted Admiral to add this. But I can't see that this happened, and I can't fairly hold Admiral responsible for this.

It follows I don't uphold this complaint and so won't be directing Admiral to do anything further in this case.

My final decision

For the reasons set out above, 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 S and Mrs P to accept or reject my decision before 17 April 2025.

Rosie Osuji
Ombudsman