

## **The complaint**

Miss K has complained she was mis-sold her Admiral Insurance (Gibraltar) Limited (Admiral) motor insurance policy.

## **What happened**

Miss K had a motor insurance policy with Admiral. She says she was incorrectly told that if she added named drivers and other cars to the policy, if they claimed, it wouldn't impact her premium.

Miss K says she called Admiral as her sister was making a claim on the policy for damage to her car. She says it was after this she realised her premium was increasing because of this. She complained to Admiral, that this wasn't what she had been told. She was also unhappy with the service she had received and that her sister's claim was unresolved.

Admiral accepted the failings and in the end, they agreed to refund the premium for Miss K's sister and create a separate policy for her, protect Miss K's no claims discount (NCD), process Miss K's claim without any impact on Miss K's premium, write a letter to future insurers to explain and pay Miss K £500 compensation.

Miss K brought her complaint to our service for an independent review. Our Investigator clarified and the endorsed the offer Admiral had made. He recommended they deal with the claim under Miss K's policy, ensuring they refund any premium due (calculating what it would have been without a claim listed on the Claims and Underwriting Exchange).

Both parties seemed to accept this, but Miss K asked for an Ombudsman to review the case and issue a decision, when this still hadn't been resolved as she had expected.

Miss K has made us aware that her sister has separate complaint issues regarding the handling of this and they are being dealt with separately.

## **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 agree with the Investigators endorsement of Admiral's offer to put things right, which was seemingly agreed to by both parties.

Miss K has a multicover policy with Admiral. This means the policy can have several vehicles covered with different named drivers. Admiral acknowledged that Miss K was misinformed that if a named driver (and vehicle) made a claim, it wouldn't impact her premium. And acknowledged she wouldn't have had her sister on the policy if she knew this.

Under this policy, Miss K is the policyholder and so what she was told was an error. Miss K has subsequently been attempting to have things put right for several months. Admiral have

evidenced that they cannot backdate a new policy for Miss K's sister and they cannot change the record that Miss K was the policyholder.

Admiral have made several offers to resolve matters (as set out below). Despite Miss K accepting them, we haven't been made aware that they have done what was agreed. Miss K is therefore asking for an ombudsman's decision, to direct them to do so. I agree the offer they made was fair and they should do as set out below.

### **Putting things right**

To put things right, Admiral should do as they have already offered and was accepted by Miss K:

- Agree to process the sister's claim under Miss K's policy, but not have it impact Miss K's premiums. (They have agreed outside the scope of this complaint, to create a separate policy for Miss K's sister and refunded a premium relating to that).
- Make sure Miss K's no claims bonus was unaffected.
- Write a letter to future insurers to show that the two incidents from January and June 2024 under Miss K's name, should be disregarded.
- Pay £500 compensation.
- Process the claim.
- Refund any premium due (after calculating what it would have been without a claim listed)

### **My final decision**

Admiral Insurance (Gibraltar) Limited should put things right as they have already offered and as I set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss K to accept or reject my decision before 22 April 2025.

Yoni Smith  
**Ombudsman**