

## **The complaint**

Mr M complains about Admiral Insurance (Gibraltar) Limited (“AIL”) and their decision to contact him by phone to discuss his policy renewal when he had opted out of automatic renewal and contact by phone in general.

## **What happened**

The claim and complaint circumstances are well known to both parties, so I don’t intend to list them chronologically in detail. But to summarise, Mr M held a home insurance policy, underwritten by AIL, which he took out online. When doing so, Mr M states he opted out of automatic renewal, and contact by phone.

But in January 2025, AIL called Mr M to discuss the renewal of his policy. He was unhappy about this and so, he raised a complaint.

AIL responded to Mr M’s complaint and upheld it. They accepted they had contacted Mr M to discuss his renewal when he had opted out of the automatic renewal process and issued a cheque for £100 to recognise the distress and inconvenience this had caused. But Mr M remained unhappy with this response and the lack of explanation he felt it provided, so he referred his complaint to us.

While the complaint was with our service, AIL offered to pay Mr M an additional £100, alongside a written apology, to recognise their complaint response didn’t provide a reasonable explanation explaining why Mr M was contacted despite his opt out of the automatic renewal process. And they explained they would ensure Mr M was opted out of any further marketing contact in the future. This offer was put to Mr M, but he rejected this and he didn’t feel sufficient evidence was provided to show he selected yes for receiving marketing communication, particularly by phone. So, our investigator continued to investigate his complaint.

Our investigator explained why they thought the total offer put forward by AIL was a fair one, based on the evidence provided to them. So, they didn’t recommend AIL do anything more.

Mr M didn’t agree. He explained why he felt it was unfair to expect him to provide evidence that showed him not opting into marketing communication, particularly by phone. And he set out why he wasn’t satisfied with the screenshot AIL provided sent to him by our investigator, which set out his marketing contact preferences as “yes” for all methods of correspondence. So, Mr M maintained AIL had acted unfairly, and not within regulatory guidance, when contacting him and he wanted the compensation offered to be increased. Our investigator’s view remained unchanged and so, the complaint has been passed to me for a decision.

## **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’m upholding Mr M’s complaint. But I won’t be directing AIL to do anything

more than the offer and actions they have already put forward, for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to set out clearly what I've been able to consider, and how. I note it's already been made clear to Mr M our service isn't a regulator and so, I don't want to labour this point. But for completeness, I want to reiterate it is my role, and the role of our service, to consider the complaint Mr M has raised to decide whether AIL acted fairly and reasonably. And, where we are satisfied this isn't the case, provide an award or direction that fairly compensates Mr M for the impact the failures he experienced caused, considering the individual circumstances of his complaint.

And when doing so, I want to make it clear our service can't consider, or comment on, the way AIL handled his complaint, as complaint handling is an unregulated activity and so, outside of our service's jurisdiction to consider. So, my decision won't be making a finding on that aspect of his concerns.

In this situation, I note AIL have accepted Mr M opted out of automatic renewal. And they have accepted they contacted Mr M despite this, to discuss the renewal of his policy. While I would expect a business such as AIL to provide a customer with a renewal quote for their consideration, even if a customer has opted out of a policy renewing automatically, I don't intend to dispute AIL's own complaint response that it was unfair for them to do so. So, my decision will proceed this basis.

From reading all the evidence that's been made available to me, I'm satisfied the crux of Mr M's complaint centres around the way he was contacted by AIL. Specifically, he is unhappy AIL contacted him by phone, when he feels he opted out of being contacted in this way.

But crucially, I'm unable to know for certain what options Mr M chose at the time he took out the policy, as I wasn't present at the time. So, in situations such as this, in line with our services approach, I must rely on the evidence presented to me to decide what I think is most likely to have happened, based on the balance of probability.

In this situation, I have Mr M's testimony and assertion that he doesn't opt in for communication by phone. But he's unable to evidence this and I recognise why he is unable to do so, considering he took out the policy online and wouldn't have felt the need to record the options he was selecting at the time.

But what I have seen is a screenshot of AIL's system, which lists "yes" under the heading "*contact from us*" for all methods of communication, phone included. And AIL have confirmed that the usual process for a customer to follow to opt out of receiving contact in a certain way would be to contact them directly to request this and they have no record of Mr M doing so.

So, when considering the above, on the balance of probability I'm satisfied it's more likely than not that Mr M did likely opt in to receiving communication by telephone, even though I in no way dispute this wasn't his intention.

I say this because if I was to find otherwise, I would essentially be finding that AIL had purposefully altered their system when providing this evidence, or erroneously transferred Mr M's preferences from his online application and crucially, I have no evidence to support this was the case.

But even if I was to say otherwise and rely on Mr M's testimony rather than the evidence AIL have supplied and agree AIL erroneously failed to follow his request for no phone contact, I'm satisfied the total offer of compensation, and additional actions, AIL have already proposed would adequately and appropriately compensate Mr M in this situation. And I'll explain why in the section below, which focuses on what AIL should do to put things right.

### **Putting things right**

When deciding what AIL should do to put things right, any award or direction I make is intended to place Mr M back in the position he would've been in, had AIL acted fairly in the first place.

In this situation, it's already accepted by AIL that they shouldn't have contacted Mr M regarding his renewal by phone, because he had opted out of the automatic renewal process. So, if they hadn't contacted Mr M in this way, it would have prevented him from the clear feelings of frustration he's been caused, and the inconvenience he's suffered clarifying with AIL why he was contacted.

And, had this not happened, Mr M wouldn't have been left chasing an explanation to the situation, which I recognise both he and AIL feels wasn't provided adequately, to the standard expected. So, I do agree he should be compensated for the above.

In total, Mr M has been offered a compensatory payment of £200, a letter of apology and confirmation that AIL's system will be noted to ensure Mr M receives no further marketing contact from AIL by any medium in the future. And having considered this offer, I'm satisfied it's a fair one that falls in line with our services approach and what I would have directed, had it not already been put forward.

I'm satisfied it adequately compensates Mr M for the impact I've already referred to above and provides the appropriate level of reassurance that situations similar to the one he's experienced won't happen in the future.

And I'm also satisfied it is significant enough to compensate Mr M, even if I was to agree that AIL failed to follow his communication request about no phone call contact that he says he inputted at the inception of the policy. This is because Mr M only received one call and so, I think the level of compensation would be appropriate to the error only occurring on a singular occasion, and the impact this created with this in mind. Again, I want to reiterate my finding that I have no evidence to satisfy me this was the case, but for completeness I wanted to explain why my decision wouldn't have changed even if I was to place the weight on Mr M's testimony that he thinks is fair.

### **My final decision**

For the reasons outlined above, I uphold Mr M's complaint about Admiral Insurance (Gibraltar) Limited and I direct them to take the following action:

- Pay any amount outstanding to ensure Mr M receives a total of £200 compensation;
- Provide Mr M with the offered letter of apology, if this hasn't been provided already; and
- Ensure their system is noted to prevent Mr M from receiving any future marketing correspondence via any medium.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 June 2025.

Josh Haskey  
**Ombudsman**