

The complaint

Mr V and Mr S complain about the service they received from Admiral Insurance (Gibraltar) Limited (Admiral) after receiving their home insurance policy renewal.

The home insurance policy was in joint names of Mr V and Mr S, but I'll refer to Mr V throughout as he was the policyholder who contacted Admiral about the renewal and has been corresponding with this service.

What happened

Mr V (and Mr S) had home insurance with Admiral. In May 2024 Admiral sent renewal documents which outlined the price for the next policy year, and confirming the policy was due to automatically renew the following month.

As Mr V was unhappy the price had increased since the previous year, he contacted Admiral via webchat. Admiral reduced the price by £40.15, but Mr V remained unhappy with the amount.

After the webchat, Admiral emailed Mr V confirming a £40.15 discount had been applied. Mr V was unhappy with Admiral doing this, as he says he didn't agree that the reduced price was acceptable, and he was unhappy that Admiral had '*formalised*' the renewal as being accepted by Mr V.

Mr V telephoned Admiral the same day. They advised that they couldn't reduce the price further, and at Mr V's request, Admiral stopped the policy going ahead from renewal.

As Mr V was unhappy with Admiral, he approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. Ultimately, he reached the view that Admiral applying the offered discount was reasonable, as Mr V hadn't asked to stop the automatic renewal of the policy at that time, and he had subsequently cancelled the renewal before it went ahead. So, the investigator didn't recommend Admiral do anything further.

Mr V didn't agree so the case was passed to me for a final 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.

Firstly, I note Mr V has referred to what he says are Admiral's misleading and unacceptable business practices, and he says they didn't follow due diligence. Mr V also says Admiral have breached obligations and processes, and they should be held '*accountable*'. Whilst Mr V hasn't been specific in exactly what obligations and/or processes he thinks have been breached by Admiral, we aren't the regulator of Admiral. It's not the role of the Financial Ombudsman Service to punish or fine a business if they have breached regulations, and we can't direct them to change general business practices more generally. That would be the role of the regulator, the Financial Conduct Authority.

Instead, where we find a business has made a mistake or error, and that has impacted a customer and/or caused them detriment, distress or inconvenience, we'd look to put the customer back into the closest position they should have been in if the error hadn't occurred. And whilst I recognise Mr V feels very strongly about what happened, I'm not going to be directing Admiral to do anything further. I'll explain why below.

Before I do though, I should also explain that Mr V's initial contact with Admiral was via webchat. Unfortunately, that webchat is no longer available, so I've not been able to see this. Mr V has said that Admiral should be 'investigated' for this no longer being available, but as explained, we aren't the regulator. But in any event, I don't think the absence of the webchat is important here when reaching my final decision, as Mr V has given details about what happened in it, and I don't think the exact facts of what happened in the webchat are in dispute between the two parties. And I'm satisfied the remaining information is sufficient in order for me to reach a final decision which is, in my view, fair and reasonable in all the circumstances of the case.

Mr V's policy was set to automatically renew. He received renewal documents from Admiral outlining the price for the year was £401.53. When Mr V contacted Admiral via webchat about the price increase since the previous year, Admiral applied a discount of £40.15. From the information provided, I understand Mr V says he told Admiral he remained unhappy with that reduced price, but he also didn't request the automatic renewal be stopped and Mr V doesn't dispute that, and it was around two and a half weeks before the policy was due to be automatically renewed.

After the webchat, Mr V then received an email advising the price had been reduced by £40.15. Mr V is unhappy with this. He says he didn't expressly agree to the renewal or reduced price, so he says Admiral acted unreasonably by applying the discount and *'formalising'* his agreement to the discount and the contract.

However, I don't think Admiral acted unreasonably by applying the discount. After Mr V received the email he spoke to Admiral, they explained that when a discounted price is offered, the discount is then applied to the policy. They also explained the policy wasn't due to automatically renew for some time, it could be stopped at any time prior to it going ahead and Mr V wasn't bound into taking the policy before it started. The contract is an annual one and doesn't start until the renewal date. And as this all happened before the renewal date, and before the policy started and came into force, and the automatic renewal could be stopped right up to the renewal date, I don't agree with Mr V that the policy or contract was 'formalised' without his consent.

Whilst I recognise Mr V was still unhappy with the price after Admiral applied the discount in the webchat, he also didn't ask for the automatic renewal to be stopped. So, by Admiral applying the discount they had already offered, if Mr V decided to stay with Admiral, or forgot to stop the automatic renewal, the policy would've gone ahead at the lower price. I don't think that's unreasonable and that wouldn't have been detrimental as the price was lower than what was originally offered. I can see an alternative scenario where a discount is offered, not applied, and a policy automatically renews at the higher amount because the discount wasn't applied, which in contrast would be detrimental to a policyholder.

Had Mr V asked to stop the renewal in that webchat, then applying the discount and sending updated documents so the policy would continue to renew wouldn't have been reasonable. But, applying a discount offered on a policy that was due to automatically renew, and hadn't been asked to be stopped, wouldn't have been detrimental to Mr V if he decided to stay with Admiral (or forgot to cancel the automatic renewal).

But in any event, Mr V stopped the renewal the same day when he spoke to Admiral, which was two and a half weeks before the policy was due to automatically renew anyway. So, applying the discount hasn't been detrimental to Mr V. And either way, whether they'd applied that discount or not, Mr V would've always needed to contact Admiral to stop the renewal going ahead as he didn't in the webchat, whether it was at the original or discounted price.

I also note Mr V has said Admiral has provided false information as they've said in the final response that he called and '*confirmed the price*', so he says they've implied he agreed to it when he didn't.

However, I'm afraid I don't share that view. The full paragraph in the final response says:

"As you did not ask for the policy to be cancelled and the agent left the cover as it was prior to your call I cannot uphold your complaint. We would not cancel your policy or renewal without your specific request to do it. I am sorry for the frustration this caused and I note you called later the same day and confirmed the price. During this call as we were unable to reduce our quote further you asked our agent to stop the renewal for you."

In my view 'confirmed the price' in the context of this paragraph (and the paragraph before which mentioned the discount applied in the webchat) could equally mean the agent telling Mr V what the discounted price was rather than implying Mr V agreed to it. This is reflective of what actually happened in the call, the agent told Mr V what the discounted price was, they couldn't reduce it further when asked by Mr V, and Mr V then asked to stop the renewal going ahead.

Whilst I recognise Mr V feels strongly about what happened and his views of what Admiral should and shouldn't have done, I don't think Admiral has acted unreasonably for the reasons outlined, and this hasn't caused any detriment to Mr V in any event.

My final decision

It's my final decision that I don't uphold this complaint.

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

Callum Milne **Ombudsman**