

## **The complaint**

Mrs A complains about Admiral Insurance (Gibraltar) Limited ('Admiral') cancelling her car insurance policy.

## **What happened**

In March 2024, Mrs A took out a car insurance policy with Admiral which started on 2 April 2024. Shortly after taking out the policy, Mrs A made an amendment to the policy for her driving license details.

Admiral then wrote to Mrs A on 18 April 2024 to ask her to provide some documentation including a copy of a recent bill and a copy of her driving license to validate the policy. As it didn't receive a response, it wrote to her once more on 26 April 2024 to again request these documents, saying that if these weren't provided within 7 days it would cancel the policy. Because it didn't receive a response, Admiral cancelled the policy on 2 May 2024 and wrote to Mrs A on the same date to confirm it had done this.

Mrs A complained about this, and Admiral provided a final response on 10 May 2024. It said would be refunding the premium but didn't think it had unfairly cancelled the policy as it had reasonably asked Mrs A to provide the information it had requested but she didn't respond. So, it didn't think it had made any error in cancelling the policy.

Mrs A remained dissatisfied. So, she brought her complaint to us. Our investigator didn't think Admiral had unfairly cancelled the policy. She acknowledged Mrs A had said when she took the policy out the wrong email address was used by mistake, but said that in addition to using email, Admiral had also sent letters to Mrs A. So, she thought it had communicated fairly with Mrs A prior to it cancelling the policy.

Mrs A didn't agree, so 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, while I understand Mrs A will be disappointed, I've decided not to uphold this complaint. I'll explain why.

I've began by looking at the policy terms. These say that the insured may be asked to provide documentation during the period of insurance such as financial statements and driving license information and that failure to provide this information may result in the policy being cancelled. Admiral said it requested the information detailed in the 18 April 2024 correspondence to validate the policy. Admiral were entitled under the policy terms to ask Mrs A to provide this documentation, and I do not think it did so unfairly.

I've next considered if Admiral followed a fair and reasonable process in how it cancelled the policy. The policy terms say that if the insured fails to respond to written requests for

information or documentation Admiral may cancel the policy and will provide seven days' notice in writing to the last known address for the insured.

Given the serious impact a policy cancellation can have on a consumer, it's good industry practice for an insurer to use more than one method of communication when issuing a warning that a policy may be cancelled. This is to lessen the risk that a consumer may not receive or see a cancellation warning.

Mrs A says that when she set the policy up an old email address was inadvertently used which she no longer has access to. So, I acknowledge this may have caused her an issue with receiving the emails which Admiral sent requesting documentation and warning of the possibility of policy cancellation.

However, Admiral has provided evidence to show that in addition to sending emails, it also sent the same correspondence by letter to Mrs A on 18 April 2024 and 26 April 2024. And the address on these letters matches the address on Mrs A's policy documents and the address she provided to us. So, I'm satisfied Admiral sent these letters to the correct place. And I think the cancellation process Admiral followed was in line with the policy terms and good industry practice. As such I think the process Admiral followed leading up to the cancellation wasn't unfair.

Mrs A says that she has now been 'blacklisted' due to the policy being cancelled. I think she is likely referring here to Admiral making a record of the cancellation on the Claims and Underwriting Exchange ('CUE').

Insurers who use CUE have a responsibility to ensure that the information they record is accurate and complete. In this case, Admiral did cancel the policy, and I don't think it did so unfairly. While I appreciate this may impact Mrs A when seeking cover in the future, I consider Admiral's decision to record the cancellation on CUE to be in line with its obligations. Given that the cancellation itself wasn't unfair, I don't think it was unreasonable for Admiral to record the event.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 9 July 2025.

Daniel Tinkler  
**Ombudsman**