

## **The complaint**

Mr A complains that Admiral Insurance (Gibraltar) Limited ('Admiral') caused him to be declined for cover when trying to take out a motor policy with another insurer. He also says they caused delays in dealing with his complaint.

## **What happened**

Mr A tried to take out motor insurance cover via another provider but says they wouldn't insure him as he had two claims registered under his name by Admiral that should have been in his son's name. He says he didn't understand how this could be as he hadn't made any claims with Admiral. Mr A says the other insurer told him to contact Admiral to determine why this was.

Mr A contacted Admiral in October 2024 to discuss any claim information they held under his name. But they said they didn't find any claim records for Mr A, and said he should speak to the other insurer and send any evidence available to them to consider.

Mr A was unhappy with how Admiral handled the matter, so he raised a complaint. Admiral responded to that complaint in December 2024 and said they maintained their stance in relation to the information they held on their claim databases. But they did agree that there had been some service level failures, and they awarded £120 compensation. Mr A remained unhappy with Admiral's response to his complaint – so, he brought it to this service. He said he'd been unable to work while he was unable to obtain motor insurance cover and had lost work for around four months – as well as experiencing distress and inconvenience.

An Investigator looked at what had happened but didn't recommend the complaint should be upheld. She explained that she wasn't able to fairly conclude Admiral had caused Mr A to not be insured elsewhere as Admiral had demonstrated there were no claims registered against his name under their records. And in relation to Admiral's customer service failings, she felt the compensation of £120 already paid was fair in the circumstances, so she didn't think Admiral needed to increase this.

Mr A didn't agree with the Investigator's outcome and said he felt a fairer sum of compensation would be £500. He asked for an Ombudsman to consider the complaint.

## **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 reached the same overall outcome to the Investigator, and I don't uphold this complaint. I appreciate this will come as a disappointment to Mr A – so I'll explain why.

The crux of this complaint is that Mr A says Admiral held information on their database which showed he had made two claims. He says this meant he was unable to obtain insurance

cover with a different provider. And the result of this refusal was that he says he suffered a loss of income for four months.

I've looked at the information Admiral has provided, and I can see there were no claims registered under Mr A's name on their database. And so, without any evidence to show Admiral recorded information about Mr A incorrectly – I can't reasonably conclude they acted unfairly or did anything wrong. And this means I'm unable to hold them responsible for any impact Mr A says he experienced as a result. And I won't be asking them to pay for any loss of income.

The secondary complaint points Mr A was unhappy about concern how Admiral handled the issue itself. He says he spent a lot of time trying to contact them and they sent emails to the wrong address, even after he tried to change it. Admiral confirmed that their agent who logged the complaint did not update the correct email address on their system – so, they awarded a sum of compensation in recognition of this. This means I don't need to make a finding on whether Admiral did anything wrong here. Instead, I need to consider whether what they've done to put things right is a fair and reasonable way to conclude the complaint.

In terms of making a compensation award, it's important to note that this Service doesn't punish or fine a business. A compensation award is intended to reflect the impact a business's actions had on their customer. I can see Admiral have already paid compensation of £120. So, I need to think about whether that's enough compensation to reflect the impact Admiral's actions have had on Mr A.

I've weighed up Mr A's testimony, the available evidence, and the duration of the process. Overall, I think the sum already awarded is fair and reflects the impact Admiral's actions had on him. I appreciate this may not be the level of compensation Mr A had hoped for, and it may not ultimately change matters for him, given his larger concerns over obtaining insurance elsewhere. But in relation to the issues that I think Admiral are responsible for, I consider the compensation already awarded to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

### **My final decision**

For the reasons I've given above, my final decision is that I do not uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 August 2025.

Stephen Howard  
**Ombudsman**