

The complaint

X complains that Admiral Financial Services Limited trading as Admiral Money has treated them unfairly and has made numerous mistakes in relation to a hire purchase agreement they tried to take out with it.

What happened

X submitted three applications to Admiral – two on 1 December 2024, and the third on 5 December 2024. All applications were to fund the purchase of a car. Two of the applications were withdrawn. The other was accepted on 2 December 2024, at an annual rate of interest at 12%. However, this application was later withdrawn by Admiral on 5 December 2024.

In summary, X complains that Admiral:

- Assumed their gender on multiple occasions.
- The interest rate on their application was increased from 10.8% to 12%. They say that Admiral told them this would be changed back, however it hasn't been able to do this. X says that they weren't aware that the interest rate could be changed.
- X's interest rates on other credit facilities were affected as a result of the credit searches completed by Admiral.
- The loan was withdrawn.
- Information about the loan agreement was provided to X without any data protection security having been completed.
- X was told that the vehicle was ready to collect, however after travelling to collect the vehicle, they were told their application had been declined which left them stranded.

X explains that they have been impacted financially as a result of the things they say Admiral got wrong. They say their credit file has been impacted, making other credit potentially available to them more expensive. They incurred a financial loss when they went to collect the vehicle – Admiral's poor communication meant that they lost hundreds of pounds when the vehicle wasn't released. This also resulted in X having to wait hours for someone to come and collect them which impacted them both physically and mentally. When Admiral assumed their gender on multiple calls, it impacted their mental health which resulted in them having to take time off work; ultimately losing out in income.

Admiral responded to X's complaint and in summary:

- It apologised for any offence caused by it calling X 'sir' on phone calls. It acknowledged that X had previously raised this concern, and it referred to them as 'sir' on further calls. It upheld this part of X's complaint and paid X £50 by way of apology.
- X submitted two loan applications. Both were accepted at a rate of 10.8%. It closed one of the applications as a duplicate. It requested more information from X about the application, on receiving this, it offered the loan at a rate of 12%. This was communicated to X in an email. Admiral state that it didn't confirm that the rate would

be amended, just that it would see if this could be changed. X accepted the application at a rate of 12%.

- It isn't responsible for the rates offered by other finance providers. However, as a gesture of good will it removed the credit searches for the duplicate loan applications.
- The loan was withdrawn after it completed further checks prior to releasing the funds. It didn't think it had done anything wrong here.
- Prior to completing data protection, no personal information was disclosed to X.

Unhappy with Admiral's response, X referred the matter to this Service. After requesting more information from both parties, an Investigator decided not to uphold X's complaint. And provided detailed reasons for their outcome.

X didn't agree with the Investigator's view. X reiterated what had happened in their case. And essentially explained that they had lost out financially as a result of Admiral withdrawing their agreement while they were already at the dealership. They added that the email they received from Admiral, some days later, about the withdrawal suggested that it was them that had withdrawn from the agreement which isn't correct. They say they weren't advised by Admiral of the withdrawal in sufficient time, as they went to collect the car the day after Admiral had told them to – which they say can be evidenced by the email they sent.

Because an agreement couldn't be reached, the complaint has been passed to me to decide on the matter.

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 considered all of the available evidence, I've decided not to uphold X's complaint. Given that X has multiple concerns about the actions of Admiral, I have covered these off under separate headings.

Assumed gender on multiple occasions

I looked at the applications X submitted. These were all submitted with the title 'Mr'. Because of this, I can understand why, in the first instance, Admiral might have thought it was okay to refer to X as 'sir'. And I don't think there was anything unfair in it making that assumption in the first instance based on the information it had received in the applications.

But, I note from the call X had with Admiral on 2 December 2024, that X specifically expressed concern that Admiral had assumed their gender and requested not to be referred to as 'sir'. And in separate calls following this, some of Admiral's agents referred to X as 'sir' on more than one occasion. X later explained that they could be addressed by their preferred title (Mr) and/or name.

I can understand why X might have been caused distress by this. I think it's reasonable for someone to expect to be addressed in the way they have asked to be. I agree with X that Admiral should have done better here. However, I am persuaded that the £50 Admiral has offered X to apologise for this is a fair way to compensate them.

I say this because having listened to the calls, the agents were very apologetic when they realised they had made a mistake in how they addressed X. I'm satisfied that each agent was doing their best to try and help X, and the reference to 'sir' was in an attempt to be polite. Given the apologies provided in real time by the agents he spoke to, and Admiral's further apology in its final response letter, I'm satisfied that £50 is enough here.

The interest rate was increased from 10.8% to 12%

Admiral appears to accept that X was initially offered a rate of 10.8%. But it said that X's application had been referred to its underwriting team for further checks, and following these checks, Admiral decided to accept X's application, but at a higher rate of 12%.

Understandably, this would be disappointing for X. However, Admiral is entitled to make changes to the rate it offers, following a review. Interest rates are often agreed based on a variety of factors, which include its risk appetite for lending. Generally, this Service wouldn't interfere with a firm's commercial decision to set interest rates, as long as the customer had been treated fairly in the process.

In a situation like this one, I would expect Admiral to have made clear the new rate being offered – which I'm satisfied it did, because X contacted Admiral to ask about the change in rate. And X decided to accept the application at the higher rate. So, overall, I'm persuaded that Admiral made the new rate clear, and X decided to accept the terms of the agreement on a rate of 12%. As a result, I can't fairly conclude X has been treated unfairly here – although, I acknowledge, that they would likely feel disappointed by the change.

In addition to this, I've listened to the call X had with the agent at Admiral; the agent didn't confirm that they would change the rate back. They explained that they would pass this to the IT department to see what the reason for the change was.

Interest rates on other credit facilities affected as a result of the credit searches completed by Admiral

X submitted three separate applications for hire purchase agreements. As a result of this, there was nothing unfair or unreasonable about Admiral completing a credit search on each occasion, and this being recorded on their credit file. I've seen no evidence to suggest that the credit searches, even though fair and reasonable, have affected the interest rates available to X for other potential credit facilities. Admiral has removed two of the searches, which is more than fair in the circumstances.

The loan was withdrawn

Clearly, it would have been frustrating for X to have found out that Admiral had decided to withdraw from the agreement, especially given that they were due to collect the car the day Admiral made that decision. Admiral is entitled to withdraw from an agreement where it has legitimate reason to do so.

Admiral haven't provided X with a specific reason why it withdrew from the agreement. I have seen that X had submitted two separate applications which included differing employment information. When X provided Admiral with their employment contract as evidence of their employment, Admiral found that this had been altered. When questioned by the Investigator, X didn't deny having made the alterations but said they had done this so to better reflect their current job title. And they said they had submitted differing information in the applications to better reflect their current employment.

While I don't dispute what X has said here, and their reasons for having made the alterations and changes to the applications, I don't find that it would be unreasonable for Admiral to withdraw from the agreement for these reasons. I say this as the differing information would likely give rise to Admiral having concerns about providing credit where inconsistent information has been provided.

I have seen the email that states X withdrew from the agreement. While I accept that this isn't accurate, I'm not persuaded that this mistake warrants further compensation. I say this because X was aware that it was in fact Admiral that had withdrawn from the agreement, and they knew this prior to them receiving this email. It ultimately doesn't change the position X was in, whereby the agreement had been withdrawn. And I'm not persuaded that this is likely to have caused X much distress or inconvenience, if any at all.

Information about the loan agreement was provided to X without any data protection security having been completed

I have listened to the call in question. No personal information about X or the loan agreement was disclosed on the call prior to data security having been completed. Therefore, I can't fairly conclude that Admiral has done anything wrong here.

X was told that the vehicle was ready to collect, however after travelling to collect the vehicle, they were told their application had been declined which left them stranded

I have seen a copy of the email sent to X on 4 December 2024, which told them that the vehicle was ready to collect. This information was correct at the time it was sent. However, Admiral later decided to withdraw from the agreement on 5 December 2024.

I can see that Admiral emailed X on 6 December 2024, to say that the agreement had been withdrawn – albeit with incorrect information stating that it was X that had withdrawn from the agreement.

Essentially, X says that Admiral hadn't notified them about the withdrawal in a timely manner which resulted in them travelling a long way to the dealership to collect the car on 5 December 2024. And they also say this caused them to lose out financially and suffer as a result of being stranded at the dealership for the day.

Based on the information I've seen provided by Admiral, which I'm aware X has seen, I can see the below timeline of events from 5 December 2024:

- 09.47 – Admiral contacted the dealership and requested a return of the funds.
- 10.36 – X tells Admiral they are at the dealership and the dealership are refusing to release the vehicle.
- 10.56 – X says they have been at the dealership for two and a half hours with no food or water.
- 11.06 – Admiral spoke to the dealership. Dealership said X had not been in that day, and they told X in the morning on a phone call that the agreement had been withdrawn.
- 16.28 – Complaints team at Admiral contacted X. They asked X where they were so they could help. X couldn't provide this information.

Given the conflicting information provided by the dealership and X, it's difficult to know what happened here. But it does appear that X was made aware that the agreement had been withdrawn on the morning of 5 December 2024, when the dealership called them to let them know. I accept this was on the day X was supposed to be collecting the car, which would undoubtedly have been very disappointing, and I agree that X wasn't provided with much notice.

While I have already explained that Admiral hadn't done anything wrong in withdrawing from the agreement, it should have let X know as soon as reasonably possible. It appears to me that Admiral decided to withdraw from the agreement on 5 December 2024 – and I can see it

contacted the dealership to let it know at 9.33. The notes suggest that the dealership then called X to let them know. So, while the notice was short, I'm satisfied that X was made aware the agreement had been withdrawn as early as reasonably possible – while it might not have been Admiral itself that had told X about this, I'm satisfied that it was okay for the dealership to have done this on Admiral's behalf.

Given that X was supposed to have been collecting the car on 5 December 2024, this is clearly very short notice. Because of this, I have considered what impact the short notice had on X. On this occasion, it's difficult for me to know the impact. I say this because the dealership say X didn't go to the dealership. But X says they did go. So, it's difficult for me to know with any certainty what happened here. Regardless of this, I have thought about the impact to X, alongside the actions Admiral took to mitigate the impact, if X had in fact attended the dealership.

I can see Admiral explained to X that they could go back to the dealership, and the dealership would provide X with food, water and shelter. But X didn't go. I have also listened to a call where Admiral expressed concern over X's situation and tried to help them by asking for them to let it know their location. But X didn't provide their location, and so Admiral couldn't do anything to help. I'm persuaded that Admiral did make attempts to help and support X, when they said they were stranded without water and food, in the cold. I don't think there's more it could have done here.

I've also thought about the financial losses X said they incurred by travelling to and from the dealership. I will add here also that our Investigator has asked X on more than one occasion for a copy of the receipt of the taxi journey they said they took to the dealership – X told the Investigator this cost £150. X told the Investigator that they had paid in cash and didn't get a receipt. The Investigator explained to X how they might be able to obtain a receipt, but none has been provided. So even if I were to conclude that X went to the dealership as a result of Admiral not notifying them in time that it had withdrawn from the agreement, I've seen no evidence to support what X has said about the financial losses they say they incurred. And given the inconsistency in the evidence I have available – I would need to see something to evidence these losses. So again, I don't think there's more Admiral need to do here.

Summary

Overall then, while I accept that Admiral could have done better in the way it addressed X during the phone calls, I'm satisfied that it has already done enough to put things right. I can understand why X would likely have been frustrated by the change in interest rate and from Admiral ultimately withdrawing from the agreement and providing little notice of this. But for the reasons I've explained, I'm satisfied that it didn't do anything wrong here. And I've not seen any evidence to persuade me that the short notice in the agreement being withdrawn warrants any further award to X.

My final decision

For the reasons set out above, I don't uphold X's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 27 November 2025.

Sophie Wilkinson
Ombudsman