

The complaint

Mr C and Mr G complain about Admiral Insurance (Gibraltar) Limited ("AIL") and the lack of professionalism shown within internal conversations, which they feel biased the outcome of the claim they raised on their home insurance policy.

Mr C has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, by either Mr C or Mr G as "Mr C" throughout the decision where appropriate.

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, following the decline of their claim and a decision from our service about this, Mr C received a response to his Data Subject Access Request ("DSAR") made to AIL. This response contained internal conversations between AIL employees which discussed Mr C, Mr G and the circumstances of their claim. And Mr C was unhappy with the tone of these conversations, and the accusations that were made.

So, Mr C complaint to AIL about this, setting out why he felt these conversations showed evidence of bias, that he felt impacted the claim decision AIL reached. Mr C also reiterated concerns about the claim decision, the way his claim was handled, delays in responding to his complaint and concerns about how AIL handled his personal data.

AIL responded to Mr C's complaint and upheld it in part. In summary, they accepted the internal conversations had been unprofessional and recognised the impact reading these would have had on Mr C's mental health. So, they paid Mr C and Mr G £700 compensation to recognise the above. But they confirmed an internal review of the claim decision had been completed, in light of the internal conversations, and they were satisfied the claim decision was reached and made fairly. They also set out why they didn't believe there was a data breach. So, they didn't offer to do anything more, above the £700 already offered. Mr C remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into Mr C's complaint and didn't uphold it. All parties have had sight of this outcome, so I won't be recounting it in detail. But to summarise, our investigator explained why they couldn't consider the claim decision again, as it had already been considered, with a final decision issued, by our service. But they did set out why they were satisfied AIL's payment of £700, plus a reconsideration of the claim, was a fair response to recognise the accepted poor service and lack of professionalism found in the internal conversations.

They also explained why they didn't feel there was a data breach, and why our service was unable to consider the way AIL handled Mr C's complaint. So, they didn't recommend AIL do anything more than they had already.

Mr C didn't agree, providing several comments explaining why. These included, and are not limited to, his continued belief that AIL had failed to treat him and Mr G fairly, in line with industry regulations, when declining his claim due to the bias he felt the internal

conversations showed. He didn't think it was fair for AIL to re-review his claim when these conversations came to light. And he set out clearly the mental impact discovering these conversations and their content had, providing supporting evidence which included medical consultations and prescriptions. Because of the above, Mr C felt the compensatory offer of £700 should be increased, and a review of AIL's internal processes be conducted. As Mr C didn't agree, 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 not upholding the complaint 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.

Before I explain why I've reached my decision, it's important for me to explain what I've been able to consider, and how. I recognise part of Mr C's more recent complaint to AIL, that this decision will address, relates to the overall claim decision. But our service has already considered AIL's claim decision under a separate reference. So, as our service has already considered this point, in line with the rules we work within I'm unable to consider this issue again. And so, it follows that I'm also unable to consider Mr C's issues that arose from the claim process and decision, which includes the length of time it took AIL to reach this decision and the financial implication on him.

I am also unable to consider Mr C's concerns about the way AIL handled his complaint, including the time it took them to respond, as complaint handling is an unregulated activity and so, outside of our services jurisdiction to consider.

Finally, I note that as part of Mr C's requested resolution, he's asked that our service conduct a review of AIL's internal processes and consider whether they are fit for purpose, and in line with industry rules and regulations. But our service is unable to consider, or comment on and direct changes towards, a business's internal processes as they form part of their commercial decision-making process. This would instead fall under the remit of the industry regulator, the Financial Conduct Authority ("FCA"). Mr C is free to pursue this request with the FCA directly, should he wish to do so.

Instead, my decision will focus solely on Mr C's complaint about the internal conversations he was made aware of following his DSAR request. And AIL's actions after they were made aware of his concerns. And this will focus solely on the individual circumstances of Mr C's situation, meaning it hasn't been impacted by decisions made by our service on entirely separate complaints raised by other complainants.

I want to reassure Mr C I've considered all the representations put forward, which include his references to legislation and FCA rules and regulations, even if I haven't commented on them directly due to the informal nature of our service.

In this situation, I note it's already been accepted by AIL that there were internal conversations between their employees that were unprofessional and inappropriate. So, as it's already accepted that AIL acted unfairly here, I don't intend to discuss the merits of this issue in detail.

But for completeness, I want to confirm I've also reviewed the internal conversations. And having done so, I'm satisfied there were several instances where the content of these

conversations, and the way Mr C and his situation was referred to, was both inappropriate and unprofessional. And I can understand why, upon sight of these conversations, Mr C would have concerns about the fairness of AIL's actions, and their claim decision.

But as I've explained, I'm unable to consider, or comment upon, the claim decision itself. Instead, I've only been able to consider AIL's actions upon receipt of Mr C's concerns. And I'm satisfied they acted reasonably here by choosing to re-review the claim a third time. I'm satisfied this shows AIL taking the appropriate action considering the seriousness of the conversations that were discovered, which is what I would expect them to do. While I understand why Mr C feels this review should have been undertaken by a business, or party, external to AIL, this isn't something I would expect as ultimately, it was AIL's own responsibility to review and decide the claim. So, while I recognise Mr C's point about the conversations being held by employees of AIL, I've seen nothing to show the review AIL conducted was impacted, or biased, by this.

I also don't intend to dispute the mental harm, and overall impact, Mr C would have been caused when he became aware of the conversations, and the inappropriate nature of their contents. Mr C has provided evidence to show appointments he has attended, and medication he has been prescribed, following receipt of these conversations and I'm satisfied that these conversations would no doubt have been an aggravating factor that led to the above, considering the shock, embarrassment and offence Mr C would no doubt have felt.

But having considered the above, and Mr C's detailed testimony of the impact he's been caused, against AIL's compensatory payment of £700, I'm satisfied this payment is a fair one, that falls in line with our services approach and what I would have directed, had it not already been paid.

I'm satisfied it fairly reflects the significant impact reading these conversations would have had on Mr C and his mental health, which has been evidenced in the supporting documentation he has provided.

But crucially, while I do recognise these conversations were an aggravating factor to the decline in his mental health, I'm unable to say for certain these conversations were the sole reason for this. This is because, having read the previous decision issued by our service relating to the claim decline itself which I needed to do to understand what I could and couldn't consider within this decision, I've seen Mr C explained how the impact the claim decision itself, and the financial impact this had, had impacted his mental health as well. And crucially, this was before Mr C had made received AIL's DSAR response, which included the internal conversations I've considered.

So, I think the £700 fairly takes the above into consideration, as well as my decision that AIL considered Mr C's concerns seriously and took what I'm satisfied was reasonable and proportionate action by re-reviewing the claim to ensure the internal conversations didn't adversely impact their decision overall. Because of the above, I'm not directing AIL to do anything more on this occasion.

I understand this isn't the outcome Mr C and Mr G were hoping for. And again, I want to reassure them I've thought carefully about all the representations they have put forward. I recognise Mr C raised concerns about how AIL had handled his personal data. But while the internal conversations were undoubtedly inappropriate and unprofessional, they were ultimately internal conversations and so, I'm satisfied there was no data breach that should have been reported.

And while they did provide opinions on Mr C's personal situation, and I recognise why Mr C views this as his personal data, I'm unable to say these opinions or the discussions in which they were held represented a failure by AIL in terms of protecting his data and their obligations around this that should be compensated for in addition to the amount that has already been paid.

My final decision

For the reasons outlined above, I don't uphold Mr C and Mr G's complaint about Admiral Insurance (Gibraltar) Limited.

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

Josh Haskey
Ombudsman