DRN-5765744

The complaint

Mrs C complains that Admiral Insurance (Gibraltar) Limited (Admiral) cancelled her car insurance policy.

What happened

The background to this complaint is well-known to both parties. So, I've simply set out a summary of what I think are the key events.

Mrs C took out a car insurance policy in July 2024. She paid the annual premium. Unfortunately, in October 2024, their house was broken into, and Mrs C's car keys and car were stolen. She contacted Admiral to inform it of the theft and to start a claim. She was advised that the car insurance policy had been cancelled on 30 September 2024 so Mrs C couldn't make a claim.

Mrs C made a complaint to Admiral. It said the policy was cancelled on 30 September 2024 and a confirmation email and a refund of the premium was sent to her on the same day. Admiral said it hadn't done anything wrong.

Unhappy Mrs C brought her complaint to this service. Our investigator didn't uphold the complaint. She didn't think Admiral had treated Mrs C unfairly.

Mrs C disagreed and asked for the complaint to be referred to an ombudsman. So, it's been passed to me.

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.

The insurance industry regulator, the Financial Conduct Authority ('FCA'), has set out rules and guidance for insurers in the 'Insurance: Conduct of Business Sourcebook' ('ICOBS'). ICOBS says that insurers should act honestly, fairly and professionally in accordance with the best interests of their customers, and that they should handle claims promptly and fairly. I've taken these rules into account when looking at this complaint.

I have every empathy with the situation Mrs C has found herself in and I'm sorry for what happened. However, having looked at the evidence available, I won't be upholding the complaint. I'll explain why.

For clarity, Admiral said initially that the cancellation was done through it's app on a mobile phone. However, it confirmed later that it was done through a desktop. This was an error made by Admiral which it has now corrected and apologised for.

The key issue in dispute is that Mrs C says she didn't cancel the policy.

Admiral said the cancellation details matched Mrs C's name, address and date of birth. And it said a confirmation of the cancellation was sent to Mrs C on 30 September 2024 and a refund of the premium was sent to her on the same day.

Mrs C said it was her birthday on the day the policy was cancelled, and she remembered the day well. She said she definitely didn't log into her Admiral account to cancel the policy. She's provided evidence of having received an email from Admiral on 30 September 2024 but this was a 'happy birthday' email. She didn't receive an email to say the policy had been cancelled.

Mrs C queried the difference in the IP addresses used to cancel the policy and her own IP address. Admiral said just because there is a difference in the IP address, this doesn't mean a different person cancelled the policy and the IP address can sometimes be different. It also doesn't mean that Mrs C didn't cancel the policy. Admiral has confirmed the cancellation could have come from any device and IP addresses can be changed. On balance, I'm satisfied therefore that the evidence of different IP addresses isn't sufficient and just because the IP address is different that the policy couldn't still have been cancelled by Mrs C.

Mrs C also said there must have been an error in Admiral's operating system so the policy could have been cancelled without her knowing. Admiral has confirmed there were no issues with its system or errors caused at the time. The cancellation was also done on the web version rather than the Admiral app. And Admiral has provided evidence of what the cancellation journey looked like. Based on this evidence there's nothing to suggest anything had gone wrong during the process. The system notes confirm the date the policy was taken out, the date it was cancelled and the date the further confirmation copy of the cancellation communication was sent. All of this was sent by email. I'm satisfied no errors are shown in this process.

Admiral refunded the premium on the same day as the policy was cancelled. Both Mrs C and Admiral have provided evidence that the amount was credited to Mrs C's husband's account. Mrs C said he didn't receive the statement to show the refund until end of October and after the theft, so they hadn't noticed the amount being credited. I do understand Mrs C's comments, but the point is that the amount was credited as both parties have confirmed. Whilst Mrs C or her husband might not have noticed the payment coming into the account until end of October, I can't make Admiral responsible for this. It's also reasonable therefore to think that, even though the cancellation email and refund were sent by Admiral, it's possible that Mrs C might not have noticed the email in the same way as the refund. There's no conclusive evidence to suggest otherwise.

Mrs C said the evidence Admiral has provided in fact points to her *not* cancelling the policy. I don't agree. The evidence is considered in its entirety. This shows the policy was cancelled on 30 September 2024 and that Admiral followed the correct processes including informing Mrs C on the date it was cancelled and by sending her a refund of the premium. Our role is to look at all the available evidence and decide based on the balance of probabilities. In the circumstances here, whilst Mrs C says all the evidence points to her *not* having cancelled the policy, I can't safely say that it wasn't her.

Overall, having considered everything carefully, I'm not persuaded that Admiral has treated Mrs C unfairly or unreasonably. I'm sorry to disappoint Mrs C but it follows that I don't require Admiral to do anything further.

My final decision

For the reasons given above, I don't uphold Mrs C's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 29 September 2025.

Nimisha Radia
Ombudsman