

The complaint

Mr H complained about an unfair additional premium Admiral Insurance (Gibraltar) Limited (“Admiral”) charged him, under his motor insurance policy.

What happened

On 4 August 2025 Mr H said he received an email from Admiral asking for more information about a discrepancy with his driving licence. This related to an undisclosed motoring offence. Mr H said this resulted in an additional premium. He said he’d expected this to be no more than a 10% increase, but it was much higher.

Mr H explained that this was the first offence he’d been convicted of in around twenty years of driving. He said he asked Admiral to review its premium increase. But it didn’t provide him with a response he felt was satisfactory. Because of this he made a complaint.

In its final complaint response dated 22 August 2025 Admiral said Mr H’s premium had been recalculated correctly. This involved a reassessment of the risk he posed given the three penalty points he hadn’t disclosed. Additionally the business said Mr H had previously benefitted from a discount. This was due to having made no claims and having no motoring convictions. This was removed when the conviction was disclosed.

Admiral explained that an additional premium of £146.02 was to be applied to Mr H’s policy due to the impact of the driving conviction. But it said if he didn’t want to pay this amount he could cancel his policy, without the associated cancellation fee.

Mr H didn’t think Admiral had treated him fairly and he referred the matter to our service. Our investigator didn’t uphold his complaint. He said Mr H hadn’t disclosed his driving conviction at his policy renewal. Because of this he thought Admiral behaved reasonably when giving Mr H the opportunity to cancel or to pay an increased premium.

Mr H didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed 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 I’m not upholding Mr H’s complaint. Let me explain.

The relevant law in this case is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). Under CIDRA Mr H must take reasonable care not to make a misrepresentation when taking out insurance. If Mr H doesn’t do this, CIDRA allows an insurer to take certain actions, assuming the misrepresentation is a qualifying one. A qualifying misrepresentation is where the insurer would not have provided cover at all, or it

would only provide cover under different terms.

To understand whether Mr H made a misrepresentation I've reviewed the information sent to him prior to his renewal in April 2025.

I've read the policy schedule document Mr H received from Admiral prior to his April 2025 renewal. This explained that he should read this document along with his policy booklet, as both contain important information about his cover. Additionally, it was explained that if anything was incorrect Mr H should call Admiral.

Under section 15 of Mr H's policy booklet it explained that he should inform Admiral at a policy renewal if he, or any named driver, had any motoring convictions. I can see from the documentation issued to Mr H at his renewal in April 2025 that no motoring convictions had been disclosed.

I've seen a transcript from a webchat between Mr H and Admiral on 22 April 2025. Mr H had made contact regarding his upcoming renewal. During this webchat the agent raises a discrepancy with reference to the DVLA. The way in which this is described isn't very clear. The agent refers to "*pending licence details on the policy*". However, the agent does go on to be more specific. He said, "*are there any pending points on your licence that need to be updated on your policy?*". This message is repeated later in the conversation. The agent asked, "*Please confirm if you have any pending motoring conviction in the last 5 years*".

The webchat ends with Admiral's agent explaining that the policy is due to auto-renew on 24 April 2025. He said the 'licence discrepancy' can result in issues. Mr H responded with "*as long as the policy renews that is all that matters*".

I've seen evidence that Mr H was convicted of an SP30 offence on 12 April 2024. This is why Admiral's agent raised the issue in the webchat. This was followed up in August 2025 when the business emailed Mr H to highlight the discrepancy.

Based on this evidence I think Mr H did make a misrepresentation. I think he should reasonably have been aware of the conviction from 2024. I acknowledge what he said about not being aware of the points on his licence. But this isn't something Admiral is responsible for. If Mr H received no notification about this conviction he can raise this with the DVLA or the police force responsible. But his policy terms are clear that this information should be disclosed. This didn't happen here.

Admiral has provided information from its underwriting team that confirmed if Mr H had disclosed this information it would have charged more for his premium. This means his misrepresentation is a qualifying one.

Under the CIDRA rules Admiral must confirm whether it believes Mr H's misrepresentation was careless, reckless, or deliberate. Admiral decided to continue its cover but to increase its premium. It also said Mr H could cancel without paying a cancellation fee if he didn't accept the increased premium. This means Admiral thought the misrepresentation was careless. I say this because this remedy is only available under the CIDRA rules in the event of a qualifying and careless misrepresentation. However, I don't think the evidence and circumstances indicate Mr H was deliberately withholding information about his driving conviction. So, I'm satisfied Admiral's view that Mr H acted carelessly was fair.

As above, under CIDRA Admiral can change the terms of the insurance contract, in these circumstances, by increasing Mr H's premium. But it must also give him notice and allow him the right to cancel the policy. This is what it did when it said he could cancel the policy without the associated fee. Alternatively it would collect an additional premium and continue

to provide cover.

I've thought about Mr H's comments that the amount his premium increased by was unfair. However, the Financial Conduct Authority ("FCA") doesn't regulate on the prices insurers charge for insurance. This means it's for Admiral to assess risk and determine the price at which it is prepared to offer cover. So we don't generally get involved with an insurers assessment of risk and setting of premiums. However, I can consider whether Admiral treated Mr H fairly. Meaning that he was treated the same as any other customer in the same circumstances. Also, that he wasn't restricted to staying with Admiral and paying a higher premium.

The premium Mr H was offered at renewal was £565.93. This was increased by £146.02 when the motoring conviction was disclosed. Mr H lost a discount as a result of the conviction. Additionally, insurers generally view drivers with convictions as higher risk. Admiral explained that Mr H's risk profile changed as a result of the conviction. Based on the information Admiral provided from its underwriters I'm satisfied that it relied on its underwriting rules when assessing the risk posed by Mr H and in the premium in calculated. It also gave him the opportunity to seek cover elsewhere without paying a cancellation fee. So, I'm not persuaded that Mr H was treated unfairly.

I appreciate Mr H feels the increase was too high, but for the reasons I've explained, I'm satisfied that Admiral acted fairly, under the CIDRA rules, and in line with its underwriting criteria. So I can't reasonably ask it to do anymore.

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 Mr H to accept or reject my decision before 15 March 2026.

Mike Waldron
Ombudsman