

## The complaint

Mr M complains Admiral Insurance (Gibraltar) Limited (Admiral) unfairly increased the cost of his motor insurance premiums.

## What happened

When Mr M's motor insurance policy was due for renewal he discussed it with Admiral and a renewed policy was accepted.

When Admiral undertook its policy renewal validation process it was found that Mr M had a new speeding endorsement of which it hadn't been notified of. When this endorsement was taken into consideration it resulted in an additional premium being due.

Mr M didn't think he should be charged an additional premium. He said he wasn't directly asked if *he had any motoring convictions or points* on his driving licence when he discussed the renewal with Admiral. He said he wants the additional £264.03 policy premium charge to be refunded and his policy to be honoured at the original renewal premium. Admiral gave Mr M the opportunity to either cancel his policy or pay the additional premium.

Because Mr M was not happy with Admiral, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and thought Mr M had made a qualifying misrepresentation and Admiral had acted reasonably giving him the option to cancel the policy or pay the additional premium.

As Mr M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## 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.

When Mr M saw his renewal price on the Admiral app he contacted it by phone to say he'd obtained cheaper quotes from other insurers and was thinking of cancelling his policy with Admiral.

I listened to this call and Admiral asked Mr M if anything had changed such as *personal information, driving records or the vehicle*? He replied he didn't think so but asked Admiral's advisor to *run through them anyway just in case*. The advisor ran through the details it held. And then for a second time asked Mr M if anything had changed and he replied *no its all the same*.

Mr M said he didn't update Admiral about his SP30 speeding endorsement from March 2025 because he wasn't asked directly if he had any new motoring convictions or endorsements. He said the advisor said "*you haven't had any offence added to your licence*" was a statement and not a question, and he hadn't understood this as an invitation to disclose new

information. He said had Admiral had asked him directly, he would have disclosed his SP30 speeding endorsement straight away.

Based on the call I reviewed, although I agree Mr M wasn't asked a direct question about driving licence *endorsements*, driving licence was mentioned, and I'm satisfied Admiral asked clear questions about any changes. I don't think the questions were too vague and I think they were clear to that of a reasonable consumer. Mr M was aware of the speeding endorsement he had received at the time he made the call about his renewal, so if he was unsure if he needed to disclose it, he could've asked during the phone call.

After bringing his complaint to our Service Mr M said he has some additional support needs, which mean he relies on clear explicit instructions and direct questions. However nothing was declared to Admiral and so I can't expect it to have made adjustments for something it had not been made aware of.

Additionally, in the renewal documentation provided to Mr M there was a proposal confirmation document which included the following statement;

*"Motoring Offences: In the last 5 years, have you (or any named driver) had any motoring offences added to your driving licence records?"* The response recorded was "NONE".

Mr M said he didn't receive any renewal documents from Admiral, so he had no opportunity to check anything. He said when he made the call to Admiral to discuss his renewal he was aware of the renewal price as he saw this on Admiral's app, but he didn't open or view any of the documents on the portal. He said he never saw the documents and relied entirely on the phone call to go through his details.

Admiral provided evidence of renewal documents being emailed to Mr M on 20 June 2025 and that the email was delivered. And they were also added to the online portal on the same date. Although I am aware that Mr M said he didn't receive the email, he did have access to them through Admiral's online portal.

It is Mr M's responsibility to ensure that the details were correct and to inform Admiral of any changes in his circumstances including address, occupation, personal details, claims, or motoring convictions. Within the renewal notice it says;

*"Check your details*

*It's important to check the information you have provided us with remains accurate, as this affects the price and cover we offer. You can do this by logging into your account.*

*If you fail to keep us informed of any changes, accidents, claims, convictions or fixed penalty notices, or you provide false or inaccurate information, this may invalidate any claim or result in increased premiums or your policy being cancelled."*

In this case after Mr M accepted the renewal of his motor insurance, based on the details he provided, they were subject to validation checks by Admiral. When the speeding endorsement was found this increased the cost of his policy premiums. Admiral provided me with commercially sensitive information on how his premium was calculated, which I am unable to share, but I can confirm the updated premium, which included the speeding endorsement, was calculated correctly.

Admiral gave Mr M the options to either cancel his policy without it applying a cancellation fee, or to pay the additional premium due. He was given 14-days to make his choice, of which I think was a reasonable amount of time.

I understand it was only Mr M's second year of having motor insurance, and that he wasn't familiar with what needed to be disclosed proactively. However Admiral provided clear

information to Mr M about the details it had used to calculate his renewal premium and it is his responsibility to check they were correct.

Therefore, although I recognise Mr M will be disappointed, I don't uphold his complaint and don't require Admiral to do anything further in this case.

**My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 February 2026.

Sally-Ann Harding  
**Ombudsman**