

## **The complaint**

Mr G complains that Admiral Insurance (Gibraltar) Limited (Admiral) unfairly increased his motor insurance premium at application stage.

## **What happened**

The circumstances of this case are known to both parties, but in summary Mr G applied for a motor insurance policy in October 2025 – underwritten by Admiral. He was quoted approximately £1,360 for the policy. But upon application, Admiral asked Mr G to confirm if the named driver Mr G included had any motoring convictions in the last five years. Mr G confirmed they did, however this had expired. Admiral subsequently increased Mr G's quoted premium to approximately £1,800. Unhappy with this, Mr G complained as he didn't think it was fair Admiral increased the policy by approximately 30% for something that had expired.

Admiral didn't uphold the complaint. It said it took motoring convictions into account when assessing the overall level of risk under a policy. And it was satisfied it had acted fairly when pricing Mr G's policy. As Mr G remained unhappy with Admiral's response, he referred his complaint to this Service.

Our Investigator didn't uphold the complaint as they were satisfied Admiral had treated Mr G fairly when pricing his policy. Mr G disagreed, and asked for an Ombudsman to make a final decision. Mr G said Admiral acted unfairly because he thought the offence linked to the named driver was no longer relevant according to the government's own regulations, and so the penalty should no longer be considered active for insurance purposes.

So, the case 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.

I know I've summarised the circumstances of this case in less detail than presented. I want to assure both parties that I've carefully considered all the information provided. I may not respond to every point or piece of evidence. But I've focused on the issues I consider to be key to the outcome of the case. This isn't meant as a discourtesy but reflects the informal nature of this Service – and the rules this Service are expected to adhere to enable me to do this.

While I recognise Mr G will be disappointed with my decision, I don't uphold this complaint. I'll explain why.

In reaching my decision, I have considered relevant regulatory rules and good industry practice. I've also considered the relevant laws, including the Road Traffic Offenders Act 1988 and the Rehabilitation of Offenders Act 1974. While I have taken these laws into account, I won't be making a determination as to whether Admiral has acted outside of these

laws – as this is something only a Court can do. Instead, my role requires me to determine if Admiral had treated Mr G in a fair and reasonable way when it considered his application for motor insurance, taking into account all the available evidence.

Motor insurance premiums are calculated based on the level of risk a policyholder exposes an insurer to. In assessing this, insurers will ask customers several questions, and will take this information into account when pricing its cover alongside other information, such as statistical claims data, market trends and the costs of repairs. It isn't for this Service to tell an insurer what information it should consider when assessing risk, or how this information should be weighted – as firms have the discretion to decide this using its commercial judgment. But there is an onus on insurers to ask clear and specific questions, and an onus on customers in providing true and accurate information.

When Mr G applied for his policy, Admiral asked:

*“In the last 5 years, have you (or any named driver) had any motoring offences added to your driving license?”*

Under the relevant rules, insurers mustn't take into account offences that have been “spent”. This includes offences that have been disclosed in error.

Mr G said that Admiral shouldn't take into account the named driver's historic offense as it had since expired. However, the offence included penalty points and a motoring endorsement. Penalty points and endorsements do not always expire at the same time. In this case, although the points had expired, the endorsement was still recorded on the licence and fell within the five year period Admiral asked about. And so this wasn't “spent” So, I don't find it unreasonable that Admiral considers this information relevant when assessing risk, and so Mr G had a duty to disclose it.

Admiral has provided this Service with confidential underwriting information to support how Mr G's premium was calculated taking into account the unspent offence. Unfortunately, I can't share this information with Mr G due to its commercially sensitive nature. I recognise this will be frustrating, but I hope I can provide some assurance that this information has been considered independently of both parties to the complaint.

Having considered this information, I'm satisfied Admiral has priced Mr G's policy fairly. The premium is based on Admiral's pricing algorithms, which take into account its underwriting rules and the information Mr G provided in his application. And this algorithm applies to all customers when taking out cover. So, I'm satisfied Admiral has treated Mr G the same way it would have treated any other customer in similar circumstances.

At the point Mr G was told the revised premium, he was under no obligation to continue with Admiral and still had the option to explore alternative quotes. I recognise shopping around for new cover is inconvenient and can take time. But it's widely recommended that customers shop around to ensure they are getting cover at the most competitive rate and that the cover meets their needs. Unfortunately, this comes with some natural inconvenience and can be time consuming. But it doesn't follow that the increase in Mr G's premium means Admiral has acted unfairly, or prevented Mr G from reviewing the market further.

So, for the reasons I have explained above, I don't find that Admiral has acted unreasonably in the circumstances. Although I appreciate this isn't the outcome Mr G wanted, I hope my explanation helps him understand how I've reached my decision.

**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 G to accept or reject my decision before 30 April 2026.

Oliver Collins  
**Ombudsman**