

## **The complaint**

Mr W has complained Admiral Insurance (Gibraltar) Limited charged him an unfair amount for his motor insurance policy.

## **What happened**

Mr W renewed his motor insurance policy underwritten by Admiral in September 2025. Admiral found later that he didn't disclose a motoring offence which happened in June 2025. They considered this to be a careless qualifying misrepresentation which entitled them to increase his premium by an additional £402.33.

Mr W wasn't happy and brought his complaint to this Service. He acknowledges he should have told Admiral about the offence, but that he'd already been punished for it by paying a fine – and he thinks Admiral is punishing him further by increasing his premium.

An Investigator looked into what happened but didn't uphold the complaint. She agreed there had been a careless qualifying misrepresentation and Admiral were entitled to increase the premium by the amount they did.

Mr W accepted her explanation around the careless misrepresentation but still thought the increase in premium was unfair. Since the complaint couldn't be resolved, 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 the complaint. I'll explain why.

As ours is an informal service, I'm not going to respond to every point or piece of evidence Mr W and Admiral sent us. Instead, I've focused on what I consider to be key or central to the complaint. But I'd like to reassure both that I have considered everything submitted.

### Was it unfair for Admiral to take action after learning about Mr W's motoring offence?

Admiral said Mr W didn't tell them about a motoring offence when his policy renewed. This would be considered a misrepresentation, and the relevant law is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).

CIDRA requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer. If a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is – what CIDRA describes as – a qualifying one. And for it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Admiral thinks Mr W failed to take reasonable care when he gave his answer to a question about his motor convictions. Mr W was sent a Motor Proposal Confirmation document which contained important information. It said once he checked it, if any information is found to be incorrect, he should contact Admiral immediately. The document asked the following question:

*“In the last five years, have you had any motoring offences added to your driving licence records?”*

And directly underneath, it listed ‘none’ after the heading *“Motoring offences (within the last five years)”*.

After undertaking database checks, Admiral asked Mr W to send them a copy of his licence summary. When he did, it confirmed Mr W received three points for a motoring offence in June 2025.

I’m satisfied the question is reasonably clear about needing to tell Admiral if he had any motoring offences in the last five years. And I think a reasonable person would have told Admiral about the June 2025 offence after receiving the policy documents which said there were none. By not telling them about the offence, I’m satisfied Mr W failed to take reasonable care. I’ve seen Admiral will have offered a policy on different terms had he told them about the offence, so I’m also satisfied Mr W made a qualifying misrepresentation.

Admiral isn’t disputing that Mr W made a mistake in not letting them know about the offence question, so I’m satisfied it was reasonable of them to treat the misrepresentation as careless (as opposed to reckless or deliberate).

Having Mr W pay the shortfall in premium between what he paid and what he would have paid had he answered correctly isn’t a remedy available to Admiral under CIDRA. Admiral also gave Mr W the option to have the policy cancelled – which is in line with what I would reasonably expect them to do under CIDRA. But Mr W has paid an increase in premium to keep his policy in place rather than opt to cancel his policy. And I’m satisfied this isn’t an unfair outcome for Mr W in the circumstances.

#### Was the amount Admiral charged unfair?

When looking at complaints about insurance pricing, the role of our Service isn’t to tell an insurer what they should charge or to determine a price for the insurance they offer. That’s a commercial judgement and for them to decide. But we can consider whether we agree a consumer has been treated fairly – this involves thinking about whether there’s anything which demonstrates someone has been treated differently or less favourably than other customers. If we think someone has been treated unfairly in this way, we can set out what an insurer needs to do to put things right.

As I’ve established, I don’t think it’s unfair for Admiral to carry out a remedy not available under CIDRA in the circumstances. I can see Mr W paid a premium of £1,066.63 when he took out the policy in September 2025. When changing the premium to include Mr W’s motoring offence, I can see he was charged an additional amount of £402.33 (including an administration charge of £21).

Admiral have provided our Service with confidential information to show how Mr W’s price

was calculated. I'm afraid I can't share this with him because it's commercially sensitive, but I've checked it carefully. Having done so, I'm satisfied the price Mr W's premium was adjusted to was calculated correctly and fairly and I've seen no evidence that other Admiral customers in Mr W's position will have been charged a lower premium in the same circumstances. So, I won't be directing them to reduce the premium or take any other action.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 3 March 2026.

Andrew Wakatsuki-Robinson  
**Ombudsman**