

The complaint

Mr B complains about how Admiral Insurance (Gibraltar) Limited handled a claim he made on his motor insurance policy and about the information it gave him about this claim.

What happened

Mr B held a motor insurance policy with Admiral. Following an incident with another vehicle Mr B made a claim for the damage caused. Admiral accepted the claim, and based on the circumstances agreed Mr B wasn't to blame for the incident. It held the other party at fault.

Before the claim was closed the policy renewed, and as such Mr B complained about a number of things. Namely, that even though Admiral agreed he wasn't at fault for the incident, his no claims bonus (NCB) was reduced to three years. Mr B also wasn't happy with being charged an excess for the claim – when it was agreed by Admiral that he wasn't at fault for the incident.

Mr B further complained that Admiral wouldn't give him the reserve figure on the claim when he asked for it. He said when looking for alternative policies he was asked for this figure and so thought Admiral was acting unreasonably by not providing it.

Admiral said that while the claim was open Mr B's NCB would be affected – because the open claim was essentially a fault claim until the other party paid Admiral the costs it was trying to recover from it. Admiral said Mr B needed to pay the excess on any claim he made, regardless of who was at fault.

In relation to the reserve on the claim, Admiral said this wasn't something it needed to provide Mr B. It said doing so could potentially put him in a worse position, because the reserve would be higher than the costs paid, meaning it would likely increase his premium.

Mr B didn't think this was fair and brought his complaint to the Financial Ombudsman Service.

Our Investigator recommended it be upheld. She thought that what Admiral said around the NCB and the excess was reasonable. But she didn't think it had acted reasonably when not giving the reserve figure – she thought it should have provided it. She said she couldn't be sure that not giving that figure caused Mr B a financial loss. But she thought it did cause Mr B unnecessary distress and inconvenience in trying to obtain it. For that, she recommended Admiral pay Mr B £200 compensation.

Mr B agreed to that assessment. Admiral didn't and asked for an Ombudsman's decision. It maintained it wasn't something it was obliged to provide and that doing so would cause potential detriment to Mr B.

I issued a provisional decision explaining why I was thinking about not upholding the complaint. It said:

"In line with our service's informal role, I'll not be commenting on every bit of evidence or

argument raised. Instead, I'll focus on what I consider key.

What our Investigator said about the NCB and the excess supported Admiral's position. Mr B agreed to that assessment. So I'm treating those as resolved and won't comment on them here.

What remains in dispute is whether Admiral should have given the reserve figure on the claim when Mr B asked for it.

Mr B said when looking for alternate quotes, he was asked about the reserve figure. He says by not providing it to him, Admiral effectively forced him to stay with it at renewal. He says if he gave any other figure on application, he'd be knowingly giving wrong information, putting any future policy at risk of being cancelled, and any future claim at risk of being reduced or not paid out.

I've seen the question Mr B was asked by the comparison site. He's asked about the cost of any claims declared. He's asked for the "Total claim cost; If a claim has been settled, the claim information and value are usually on the renewal documents. If you are unsure of the exact cost give an estimate based on any damage and injuries caused, or contact your insurer, they may be able to give you the reserve figure."

Here, the claim was still open, so based on the above question, I can see why Mr B asked Admiral for the reserve figure.

But that doesn't mean Admiral was obliged to provide it.

Admiral isn't in control of what the comparison site asks, but the question doesn't say Admiral will, or should provide the reserve figure, only that it may. The question doesn't say Mr B needs to give the reserve figure, it only suggests that as an option.

Admiral has said providing the reserve might detrimentally impact Mr B. That's because if the insurer running the quote, rates on the cost of the claim it will likely see a higher claim cost as a higher risk and calculate the premium accordingly. Admiral has said the reserve isn't an indication of what will be paid, only what could be paid on a claim, and is usually set on the high side in order to help it manage its business.

I find Admirals reasoning here reasonable and agree with the points it's making.

I also don't agree that by providing the cost to date, Mr B is providing knowingly wrong information. That is an accurate representation of the claim cost at the time Mr B is asked for it.

Nor do I agree that by not providing the reserve figure, Admiral was effectively forcing Mr B to renew with it. The question clearly gives giving an estimate as an option. An estimate by definition requires a degree of the unknown. And also, as set out above, I think giving the claim costs to date, would have been a perfectly reasonable way to have answered the above question, and thus, would have allowed Mr B to obtain quotes from whoever wished to provide them to him, in turn allowing him to take his pick from the options presented."

Admiral didn't respond to that decision.

Mr B did, disagreeing. He again pressed the importance of being told the reserve figure. He said if it was something Admiral had (which it did) then it should have been provided to him on request. He said he, as part of his job has a duty to "provide a prudent underwriter with all material facts to enable them to properly assess risk". He said Admiral, in refusing to give

him the reserve figure, was preventing him from fulfilling that duty. He acknowledged he wasn't "forced" to renew with Admiral. But he said it's withholding of the reserve materially impaired his ability to obtain other quotations.

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 changing my decision.

I appreciate Mr B's points, but none persuade me that Admiral is required to disclose the reserve figure to him.

Mr B has said as part of his job he is required "both professionally and under law" to be under a duty to "provide a prudent underwriter with all material facts to enable them to properly assess risk". That may well be the case, but in taking out this policy, Mr B is a consumer. And as such, his duty is set under CIDRA. That duty is to "take reasonable care not to make a misrepresentation to the insurer".

It's not for me to say what Mr B should answer when asked questions taking out an insurance policy. But I'm satisfied it's possible to answer the question: *"Total claim cost; If a claim has been settled, the claim information and value are usually on the renewal documents. If you are unsure of the exact cost give an estimate based on any damage and injuries caused, or contact your insurer, they may be able to give you the reserve figure."* without giving the reserve figure. And doing that would still be taking reasonable care not to make a misrepresentation (depending on the answer given of course). Mr B can't reasonably give a figure he doesn't know. The question is not asking for that figure in any event, it is asking for the total claim costs. It merely references the reserve as an option to answer this question. The reserve cost as established and understood by Mr B isn't the total claim cost. It is not a reflection of what has been paid, nor is it a reflection of what will be paid. It is an estimate of what may be paid – and is often set much higher than what the insurer reasonably expects to pay.

Mr B chose to remain with Admiral on the basis he felt he had to without the reserve figure to give to other insurers. But I don't agree he was asked for the reserve figure, he was asked for the claim costs – which Admiral gave him to the date he asked for them. I can't fairly hold Admiral responsible for the choice he made to stay with it.

Therefore, my decision remains unchanged and the findings of my provisional decision, along with the explanation above, forms my final decision.

My final decision

For the reasons set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 March 2026.

Joe Thornley
Ombudsman