

complaint

Mr A complains that Admiral Insurance Company Limited charged him an additional premium for his motor insurance policy. It says this was because he didn't tell it about having points on his licence. He wants it to waive the charge.

background

Mr A bought a policy online but didn't disclose his penalty points, despite Admiral asking about them. Admiral ran an audit after the policy had been in place for almost a year. It found that Mr A had disclosed points in previous applications with Admiral. It then told Mr A he had to pay the increased premium he would have been charged if he had disclosed the points.

Our adjudicator didn't recommend that the complaint should be upheld. She didn't think Admiral had done anything wrong. Mr A agreed that he had the points, but he didn't feel that he should be punished as it was his wife who filled in the application on his behalf. So she'd made the mistake and not him. But the adjudicator said the documents sent after the sale also confirmed the answers. She thought Admiral could ask for the difference in premiums.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can appreciate that Mr A feels irritated and frustrated that Admiral identified the missing information towards the end of the policy year. It was then too late for him to cancel and seek a cheaper policy elsewhere.

Mr A agrees that he had the points from 2011, but they weren't listed on his replacement licence. He says he didn't realise that Admiral was asking for any motoring convictions within the last five years. Admiral has provided a screenshot of the online application Mrs A completed on Mr A's behalf. I can see that this was the question he was asked when he took out the policy.

Mr A says that he wasn't to blame as his wife filled out the form online for him. But this wasn't Admiral's fault. The question was also clearly set out in the policy documents. And I think it was for Mr A to check that the answer he gave was correct. I can see that Admiral stressed in the policy documents that Mr A should check that his information was correct.

Admiral accepts that Mr A made a mistake but it wasn't intentional. So it's asked Mr A to pay the premium he should have paid if he had declared the points when he took out the policy. It's added a small fee for the mid-term change. I think this is reasonable.

Mr A says that the check was made too late for him to cancel the policy. This was unfortunate. But it was he who made the mistake, not Admiral. So I can't say it did anything wrong.

my final decision

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 A to accept or reject my decision before 19 February 2016.

Phillip Berechree
ombudsman