

## **complaint**

Mr P has complained that Admiral Insurance Company Limited (trading as Bell) didn't tell him it had cancelled his motor policy. Mr P was then stopped by the police and charged for driving without insurance.

## **background**

Mr P applied to Admiral for a policy in June 2014. In July it asked him for proof of his No Claims Bonus (NCD) but didn't receive any response from Mr P. So it increased the premium Mr P had to pay, spreading it out through his monthly direct debit payments. Mr P didn't raise any objections to this.

At the end of August Admiral asked Mr P to send it a copy of his driving licence, a recent bill and a copy of the V5 car registration document. It said this was part of an audit. It didn't receive any response from Mr P despite reminders so it sent him a letter and email on 12 September 2014 saying that unless it received the requested information within seven days it would cancel his policy. It didn't hear from Mr P and so it cancelled his policy on 26 September 2014 and it wrote to him confirming this. It also told that it would now debit £336.36 from his account. Unfortunately, on 2 December he was stopped by the police for driving without insurance and subsequently charged.

Mr P says he never received any of these letters, although he says he did receive the letters concerning his NCD back in July. Admiral didn't think it had done anything wrong and so Mr P brought his complaint to us.

The adjudicator who investigated Mr P's complaint didn't think it should succeed. He felt that Admiral had shown it had communicated with Mr P and had given him adequate notice before it cancelled his policy. Mr P didn't agree and so his complaint has been passed to me to decide.

## **my findings**

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 also don't think Mr P's complaint should succeed and I shall now explain why.

In order to say that Mr P's complaint should succeed there needs to be evidence that Admiral did something wrong. There is no evidence that Admiral did anything wrong. It produced evidence that it contacted Mr P by both post and email on 29 August, 12 September and sent him a letter on 25 September explaining his policy would be cancelled the next day. Also, its computer system shows these emails and letters were generated and sent. Further, they were all sent to the same email and postal address it had throughout for Mr P.

Mr P does say that he did receive Admiral's initial correspondence in July 2014 concerning its request for him to provide proof of his NCB. He didn't respond to it, as I believe he was away at the time and then decided not to act on it even though his premium had been increased. So, I do know that Mr P did receive this correspondence from Admiral.

Further and very unfortunately in its preparation for sending its file to us, Admiral accidentally sent Mr P a letter and whilst Admiral rightly apologised for doing so, I know he received this letter.

Mr P's policy also permits Admiral to cancel the policy if no response is received to its written requests for further information.

So whilst I do understand how much my decision will disappoint Mr P, there is no evidence to show me that Admiral didn't send him these letters or that it did something wrong.

**my final decision**

For the reasons I've discussed above it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 19 October 2015.

Rona Doyle  
**ombudsman**