

## **The complaint**

Mr W has complained that Admiral Insurance (Gibraltar) Limited renewed his car insurance policy without his permission and attempted to collect the premium using card details he asked it not to save. Mr W is unhappy that he has to declare a cancellation by an insurer when applying for future insurance.

## **What happened**

Mr W bought a car insurance policy with Admiral in May 2021 which automatically renewed. In 2022 Mr W discussed adding another vehicle to the policy by phone. Mr W says he asked Admiral not to store his card details in this call.

The policy was set for renewal in May 2023 and Admiral sent Mr W a renewal invite by email three weeks before.

As Admiral didn't hear from Mr W, it renewed the policy. However, Admiral wasn't able to collect the renewal premium from the card details it held, so it contacted Mr W.

Mr W was unhappy about the fact that his policy had renewed and that Admiral had tried to collect a payment. He didn't agree he owed any money and said he didn't want Admiral to renew his policy.

Admiral cancelled Mr W's policy due to non-payment. It charged Mr W a cancellation fee and for the time it provided insurance.

Mr W complained to Admiral but it didn't uphold his complaint. So he asked us to look at his complaint.

Our Investigator thought Admiral hadn't done anything wrong. Mr W doesn't agree and wants an ombudsman 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.

Admiral provided the following information about renewal to Mr W;

*“Important information about your Policy Renewal*

*Unless you have selected otherwise, we will automatically renew your policy on its renewal date and apply for your renewal premium from the payment details you have already provided.*

*We will contact you by your chosen method of communication before your renewal to confirm your policy terms and renewal price.*

*If you do not want your policy to renew, or wish to opt out of automatic renewal, you can do this free of charge when accepting a new policy or by contacting us online or by phone at any time before your renewal date."*

Mr W says he was asked by Admiral when he spoke to it on the phone in 2022 if it could save his card details. He says he remembers he asked Admiral not to do this.

Admiral says it doesn't have a recording of the call. Mr W says there is a lack of evidence that he didn't make the request for his card details not to be saved, given Admiral doesn't have a recording of the key call.

While it isn't possible to decide what was discussed about the card, I can see that Admiral emailed Mr W in good time before the renewal date of 14 May 2023 to enable him to make contact with it to stop the renewal then. And even if Mr W asked Admiral not to save the card details, there isn't anything to suggest he asked Admiral not to renew his policy.

In the renewal notice, Admiral provided details of the card it intended to collect the premium from and a contact number for Mr W to call if he didn't want to renew his policy or if any details had changed.

Mr W accessed the online portal where his policy documents were stored - and emailed Admiral - after the renewal date. So by then, the policy was in force.

As Admiral couldn't collect the premium which was correctly due, and after notifying Mr W of this with reminders, it issued a notice of cancellation to Mr W by email and letter.

I understand Mr W is unhappy about the wording Admiral provided in its final response letter about a customer's duty to ensure their taxed vehicle is insured. He says his car was declared 'off road' and so what Admiral wrote didn't apply in his circumstances. Mr W says he is disappointed that we didn't include this in our investigation.

Whether Mr W's car was declared 'off road' isn't something for Admiral - or us to investigate. I don't think Admiral did anything wrong in providing general information about the law and what can happen if a car is taxed, but not insured. And it did provide the caveat; *"unless you have declared it (the vehicle) off road"*. In any event, it doesn't have any bearing on the renewal process - and whether Admiral acted reasonably in following that process.

Ultimately there is no evidence Mr W asked for the policy not to be renewed until after Admiral renewed it. This means that I can't safely conclude that Admiral acted unreasonably in renewing the policy. And as it did, as Admiral didn't receive payment from Mr W and cancelled the policy, I think Admiral acted in line with the policy. So I'm not asking Admiral to change anything.

### **My final decision**

I'm sorry to disappoint Mr W. 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 W to accept or reject my decision before 9 January 2024.

Geraldine Newbold  
**Ombudsman**