

The complaint

Miss D complains that Wakam didn't assist her with resolving issues with her telematics app which records driving data for her commercial vehicle insurance policy.

Any reference to Wakam includes the actions of its agents.

What happened

Miss D has a telematics app in her phone which is used to manage her policy with Wakam and also records driving data which affects her policy premium. Miss D noticed she couldn't access the app in July 2023 and raised her concerns with Wakam. After a few months, Miss D still couldn't log in to the app. She also received an e-mail from Wakam which explained if she didn't record more driving data then her premium would increase.

Unhappy with the lack of support from Wakam Miss D complained. She said she tried deleting and re-installing the app multiple times and also tried logging in on her old phone but still couldn't log in to the app to record driving data.

Wakam reviewed the complaint and didn't uphold it. It said Miss D had raised the issues with logging into the app in July and that they'd spoken with her following this. Wakam said during this call Miss D said she'd driven 10 trips and due to this it meant the app wouldn't record driving data, as not enough trips had been completed. Wakam said only two trips had been recorded between 3 July and 13 December, both of those trips were on 5 September. However, since 15 December the app had trips recorded and it appeared to be working correctly. Wakam said during the time no trips were recorded, Miss D had swapped to an Android phone and the location services hadn't been enabled for this device.

Miss D didn't agree. She said she'd not switched to an Android phone but did agree she'd tried logging in with it, as it was her old phone. However, as that hadn't worked, she had continued to use her current phone and still not been able to log in. Miss D also explained that when she contacted Wakam in July she'd only done a few trips that month as she'd been too afraid to drive due to issues with the app. Miss D explained that the previous month she'd driven more and on average she usually completed around 60 trips a week. Unhappy with Wakam's response, Miss D referred her complaint here.

Our Investigator looked into the complaint and recommended it be upheld. She found that Miss D had requested support from Wakam on multiple occasions due to issues with the app, but had either not received support or it hadn't been tailored to the issue she was having. Due to this our Investigator recommended Wakam refund the additional premium it had charged, along with 8% interest. She also asked Wakam to pay £200 compensation.

Wakam didn't agree and provided the data from the app which showed Miss D had changed phones and that no data was being recorded. It also disputed that Miss D had asked for help.

As Wakam didn't agree, the complaint has come 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.

The terms and conditions of Miss D's policy explain that she needs to install an app on her phone and enable certain permissions to allow Wakam to collect data on her driving. The terms go on to explain that if Miss D doesn't install the app and enable certain permissions than Wakam can either charge an additional premium, cancel the policy or refuse to renew the policy.

In this case Wakam has charged an additional premium as it said it Miss D hasn't enabled the relevant permissions when installing the app on her phone. It has also provided the data recorded which supports limited to no data was being received from Miss D between July and December. However, it's confirmed that data is now being collected correctly since 15 December 2023.

I've reviewed Wakam's evidence and I'm not persuaded it's acted fairly by charging Miss D an additional premium. I say this as I can see Miss D raised concerns with Wakam in July 2023, about having issues logging into the app. I can also see Miss D has explained and provided evidence that she tried a different phone, deleted and reinstalled the app and contacted the manufacturer of her phone, all while also raising this issue with Wakam. I can see that on some occasions Miss D contacted Wakam that it has provided support, but these seems to be general support which Miss D has followed and still not been able to log into the app.

So from looking at the data and evidence provided by Wakam and Miss D, I can see Miss D's app was working and recording correctly up until July 2023. There are then only a couple of trips recorded between July and December 2023 and then the app recorded data correctly after 15 December 2023. From looking at the correspondence Miss D has provided, I'm persuaded that she has had issues logging into the app during the period from July to December 2023 and has taken reasonable steps to rectify this and raise it with Wakam. I understand Wakam disputes Miss D raised the issues with it however, Miss D has provided phone and e-mail records which persuade me she was trying to log into the app but couldn't. From these I'm also satisfied she did raise the issues with Wakam, but didn't get sufficient support to fix the issue with logging into the app.

As I'm not persuaded Wakam supported Miss D when she had an issue with the driving app, I've looked at the impact this has had. Due to not receiving sufficient driving data between July and December 2023, Wakam has charged Miss D an additional premium. While this is in line with the policy terms, as the lack of data appears to be due to an issue with Miss D logging into the app and not getting sufficient support to fix this, the fair and reasonable outcome is for Wakam to refund the additional premium charged. It should also add 8% interest per annum to the amount it refunds, calculated from the date Miss D paid the additional premium until the date of payment. This is to compensate her for not having the money. Wakam should also pay Miss D £200 for the unnecessary distress and inconvenience it caused by not providing sufficient support to Miss D, over a four month period, to fix the issue with logging into the app.

My final decision

For the reasons explained above, my final decision is that I uphold this complaint. I require Wakam to refund the additional premium it charged Miss D for not receiving driving data between July and December 2023. It should add 8% simple interest per annum to the amount it refunds, calculated from the date Miss D paid it until the date of payment. Wakam

also needs to pay Miss D £200 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 13 September 2024.

Alex Newman
Ombudsman