

## The complaint

Mr S says Admiral Insurance (Gibraltar) Limited wrongly increased the premium for his motor insurance policy due to not getting data from his car's telematics recording device.

## What happened

Mr S bought the policy on 29 December 2023. The 'Welcome' letter he got from Admiral's agent said he'd get the device shortly and it must be plugged in within 15 days of the policy starting, otherwise he'd lose the £800 discount he got for using it. The agent emailed Mr S on 9 January 2024 to say the device was on its way and that he should install it by 22 January 2024, or the discount would be lost.

Mr S says he installed the device on 12 January 2024, but on 29 January 2024 the agent told him it hadn't yet been plugged in, so the £800 discount no longer applied. Mr S said he'd been given no warning that the agent hadn't received any data. He also said the device's installation instructions weren't clear enough. So he wanted Admiral to cancel the policy at the original premium, with no cancellation charge. The agent said it hadn't made any errors and that the policy's terms and conditions were clear, but it waived the charge anyway.

One of our Investigators reviewed Mr S's complaint. He thought the communication from Admiral to Mr S was sufficient. And he thought Admiral had acted reasonably by agreeing to waive its charge if Mr S wanted to cancel the policy. Mr S said he didn't know the agent wasn't receiving data and that the installation instructions said a blue light would come on when it was plugged in, but not that it had to remain on. As there was no agreement, the complaint was passed to me for review.

## 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.

Mr S can't prove he plugged the device in on 12 January 2024. But the agent can prove that its system didn't record the device's initial message until 4.30pm on 29 January 2024, after Mr S was told he'd lost the discount. That message said '*First fix*' which the agent says shows the device hadn't been plugged in previously.

The policy's terms and conditions say if the agent thinks a device is faulty or it has concerns about its status, it will contact the consumer. So we asked the agent why Mr S wasn't contacted. It said it only makes contact in situations where it seems the device is faulty or has been tampered with, so the signals from it are intermittent. It said in this case, the device was never plugged in (until after the discount was removed).

I don't think Mr S had any reason *not* to plug in the device, but in my opinion, the evidence the agent has provided about the 'first fix' date on 29 January 2024 is persuasive. If the device was connected on 12 January 2024 (however briefly) I can't see why the 'first fix' message wasn't transmitted at that point, even if no further messages from it were sent.

In my opinion, if a blue light showed briefly on 12 January 2024 - but then immediately went off – that that should have alerted Mr S to the possibility of a problem. Lights usually indicate that something is working. I think a light going off on a device that's supposed to be recording something would have caused many consumers some concern, even if they hadn't been told it should stay on. I think Mr S could reasonably have contacted the agent to check, especially as he was using a splitter to connect the device, as that created the *potential* for a problem in it being able to function.

On 1 February 2024 Mr S told one of the agent's advisors about the splitter and said the device was plugged in to the same port as his satellite navigation unit. As the device sent a signal on 29 January 2024 (when the 'first fix' message was received) the unit itself wasn't faulty. And Mr S told the advisor that on that date, he'd unplugged it and plugged it back in into the port on its own. He said the blue light then came on and stayed on.

I can see why Mr S thinks the agent should have contacted him if no data was being transmitted. But I think there were other indicators that something might be amiss that Mr S could have acted on. Apart from no light showing on the device, the policy says a consumer will get weekly email updates about the recorded data. The updates are important, as they show the consumer the details / quality of their driving. I think Mr S could have expected to get at least one update in the 17 days between the date he thought he'd plugged in the device and the date he was told the full premium would be charged. But he didn't query it, despite having no other indication that the device was transmitting.

Mr S objects to being charged the full premium for the days he had on cover. I appreciate that he thinks he should have been charged at the discounted rate. But taking everything into account, I don't think Admiral acted unreasonably, so I can't uphold Mr S's complaint.

### **My final decision**

My final decision is I don't uphold this complaint. Under the Financial Ombudsman Service's rules, I'm required to ask Mr S to accept or reject my decision before 12 December 2024.

Susan Ewins  
**Ombudsman**