

The complaint

Mr L complains that Ageas Insurance Limited have declined his claim following a collision because his phone wasn't connected to the telematics box.

What happened

Mr L took out a car insurance policy with Ageas in May 2023.

In November 2023 he was in a single vehicle accident and made a claim.

Ageas declined the claim because they said that in the journey leading up to the accident, Mr L's phone was not paired with the telematics tag in the car, which was in breach of the terms of the policy.

Mr L said that his phone had automatically switched to low power mode, which he hadn't been able to prevent. He also said he is in a lot of debt now paying for a car and a policy he can't afford, so he complained to Ageas.

Ageas didn't uphold his complaint and so Mr L brought his complaint to us.

One of our investigators looked into Mr L's complaint but thought that Ageas had acted fairly.

Mr L disagreed with our investigator's view, and so the case has come to me to 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.

I have to decide whether Ageas have properly applied the terms and conditions of the policy and acted fairly and reasonably in doing so.

I've carefully considered the information provided by Mr L and Ageas. However, I'm not upholding this complaint and I will explain why.

The policy documents say:

To remain insured you must ensure that your smartphone is always able to pair with your telematics tag by:

- *Ensuring Bluetooth is enabled during every journey*
- *Enabling location services for the app*
- *Enabling notifications for the app*
- *Ensuring that it is not on power saving mode and is charged to more than 10% throughout the journey*
- *Downloading the app and pairing it to the tag if you replace your mobile phone.*

Mr L accepts that his phone was in low power mode at the time of the accident and so the journey wasn't recording. He says that he couldn't control the fact that his phone had disconnected because it has an automatic feature which turns it to low battery mode. He also says that he can't be expected to keep his phone constantly above 20% charge when he is out and away from his car. On the day in question he says he had fully charged his phone but it dropped below 20% while he was driving.

I can understand how frustrating that is, but telematics policies are offered, usually to younger drivers, on the basis that driving can be monitored, and so that is why connection to the tag is a condition of the policy. The terms above are clear about that and they further warn that cover may be affected if it isn't:

"You agree that the smartphone with the app installed and paired, must be taken on every journey in the car, with Bluetooth enabled, and remain charged to more than 10% throughout the journey to ensure accurate recording of every journey or you may not be covered by this insurance"

So ensuring there is sufficient phone charge is the responsibility of the policyholder, and whilst I appreciate that phones do lose charge, it's Mr L's responsibility to monitor that, and use options available such as charging the phone using the USB ports in the car or using a portable charger to ensure that the phone retains charge throughout the journey and complies with the policy terms.

Ageas have also considered whether this was a one off issue, but Mr L's telematics records show that in the days leading up to the accident, there were three other occasions on which the phone went into low power mode whilst on a journey, and so they can't say that this was a one off.

I'm sorry that Mr L finds himself in a difficult financial position as a result of what has happened, but I'm satisfied that Ageas have acted in line with the terms of the policy and applied them fairly here and so I won't be directing Ageas to do anything else.

I can see that Mr L has also complained about claim delays. He claimed in November, and a decision to decline the claim was made in December. In order to validate a claim, we would expect an insurer to make enquiries and gather information – in this case in respect of the telematics box – before making a decision, so there will always be a period of waiting. Mr L's complaint about the decision was dealt with within the mandatory 8 week period, and so I'm satisfied in this case that there wasn't an unacceptable delay.

My final decision

My final decision is that I'm not upholding Mr L's complaint, and I won't be asking Ageas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 October 2024.

Joanne Ward
Ombudsman