

The complaint

Miss N complains that Admiral Insurance (Gibraltar) Limited amended her motor insurance policy from a telematics policy to a standard policy.

Admiral is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As Admiral has accepted it is accountable for the actions of the agent, in my decision, any reference to Admiral includes the actions of the agent.

What happened

In September 2022, Miss N took out a telematics motor insurance policy with Admiral. The terms of the policy required Miss N to install a telematics device to monitor her driving.

Shortly after taking out the policy, Miss N went away on holiday. She says the telematics device hadn't arrived prior to her leaving home. She says she received an email to say the device hadn't been fitted, but she assumed this was an error or was sent before the device had been sent.

After she returned home, Miss N phoned Admiral who told her it had tracking information showing that the telematics device had been delivered a few weeks before. Admiral said her policy had been converted to a non-telematics policy and her premium had increased by over £1,100.

Miss N complained to Admiral, who paid her £30 for some customer service issues. However, it wouldn't agree to change Miss N's policy back to a telematics one. It said she would need to take out a new policy if she wanted to have the telematics option. It wouldn't charge Miss N a cancellation fee if she cancelled her current policy, but she would pay for the time she was on cover. Admiral also said it wouldn't charge Miss N a device fee of £50 as she hadn't received it.

Miss N remained unhappy and asked our service to consider her concerns. Our investigator didn't think Miss N's complaint should be upheld. She thought Admiral had acted fairly and in line with the policy's terms and conditions.

Miss N disagreed with our investigator's outcome. She said she hadn't fitted the device in time because she hadn't received it. She said the device should have been returned to the depot by the courier, so she could have collected it. She felt it was Admiral's responsibility to make sure she received the device. She also commented that she went on holiday for less than a week and Admiral hadn't informed her the device had been sent. So, the complaint has been passed 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.

Having done so, I've decided not to uphold Miss N's complaint. I'll explain why.

The terms of the policy say:

“Following the purchase of your policy you agree to install the Plug & Drive unit within 15 days of the policy start date. We will send your Plug & Drive unit to you by recorded delivery which needs to be signed for on delivery. If delivery is unsuccessful, you will need to rearrange delivery or collect from the delivery depot.

You are insured to drive your vehicle from the start date of your insurance policy. You do not need to wait until the Plug & Drive unit is fitted in your vehicle to drive”.

When she brought her complaint to our service, Miss N told us she went on a short break for a few days. However, this conflicts with what she and her partner told Admiral over the phone, in the calls I've listened to.

In a call in early November Miss N said: *“I’ve been away on holiday for the last three weeks. So, that’s probably why I haven’t received your messages.”* And a few days later, her partner said they’d returned from holiday the previous Saturday. So, it seems that they returned on 29 October 2022.

According to the tracking information, the telematics box was delivered three weeks before this, on 8 October 2022. Admiral has sent us screenshots of text messages sent to the contact number provided when the policy was taken out, which I understand to be Miss N's partner's number. And in his conversation with Admiral, Miss N's partner mentioned he'd seen a couple of text messages saying the device hadn't been plugged in, when they returned from their holiday.

The information from Admiral shows that on 6 October a text message was sent saying that the plug & drive unit was on the way and provided a tracking number. Further text messages were sent on 13 and 19 October to warn Miss N that the device needed to be installed or she would be charged an additional premium and the telematics service would be removed. Admiral has also provided screenshots to show a reminder email and letter were sent.

Admiral says the reason the policy reverted to a non-telematics one was because the period Miss N had in which to install the device came and went without her contacting Admiral. It says that if Miss N had returned to the UK prior to 25 October and contacted it, Admiral would have issued a replacement device.

If Miss N and her partner didn't have access to emails or text messages while they were away, they might not have been aware that the device had been sent. However, I haven't seen anything to suggest that Miss N made Admiral aware that she was going on holiday for three weeks and wouldn't be around to receive the device or plug it in.

Keeping in mind, that Miss N agreed to the terms of the policy which said she needed to install the device within 15 days of the start date, I can't say Admiral has acted unfairly here. The policy didn't revert to a non-telematics policy until around four weeks after the policy start date. And Admiral sent several reminders in this time. So, I think it was reasonable for Admiral to have amended the policy when it did. Miss N has commented that she would have been able to collect the device from the courier's depot if they'd returned it and left a card.

I understand that the tracking information on the courier's website included a picture showing the device had been left on top of a letter box rather than being *“signed for”* as it says in Admiral's terms.

Admiral says the courier's policy of either obtaining a signature or leaving a card changed during the Covid-19 pandemic. It seems to have continued the practice of uploading photographs of the delivery as opposed to requiring signatures.

Even if the courier had left a card for Miss N, it wouldn't have made a difference to the policy being amended. I say this because, according to what Miss N and her partner told Admiral, they hadn't returned from their holiday when the policy was amended. So, Miss N wouldn't have been able to collect the device from the depot and install it in time.

Admiral has accepted that Miss N never received the telematics device, so it didn't charge her the £50 fee for it. It also said it wouldn't charge a cancellation fee if she decided to cancel the policy. However, it said she would still be charged for the time she was on cover. I think this was reasonable under the circumstances.

I know my answer will be disappointing for Miss N. But overall, I think Admiral has acted fairly and reasonably, in line with the terms of the policy.

My final decision

For the reasons I've explained, I don't uphold Miss N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 8 August 2023.

Anne Muscroft
Ombudsman