

The complaint

Mr C complains that the data obtained by Vitality Corporate Service Limited for his telematics car insurance policy isn't correct.

What happened

Mr C has a car insurance policy with an insurer, who I'll refer to as D. The policy is branded Vitality and the driving scores Mr C obtains affect which benefits he receives from Vitality. These include money back on what he paid for his insurance policy, money towards any excess he would need to pay if he claimed on his policy and also in some situations Vitality guarantees his premium won't increase the following year.

Mr C said he'd received a few "niggles" with alerts from the system, he said he'd been penalised for either harsh braking, harsh accelerating and speeding. After receiving one of these alerts in January 2023 Mr C decided to complain as he didn't agree with what the alert said he'd done. Specifically, he'd been flagged as speeding, but Mr C said he'd been driving along with the "cruise control" set on his car.

Vitality reviewed the complaint and didn't uphold it. It said there was no records of any issues or errors with the data and didn't agree Mr C had received the alerts incorrectly. Unhappy with Vitality's response, Mr C brought his complaint here.

Our investigator reviewed the complaint and asked Vitality for the telematics data behind the alerts. She found that the telematics data for Mr C's driving didn't show any errors and supported the alerts he had received. She therefore didn't think Vitality had done anything wrong and didn't recommend the complaint be upheld.

Mr C didn't agree. He said he hadn't been speeding at the time the telematics data said he had been. He said because of this he'd lost out on up to 25% of his premium being paid back to him. Mr C also pointed out that since he'd complained Vitality had updated the app so the alert no longer showed the speed and D had refused to renew his insurance.

As Mr C 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 of Mr C's policy say Vitality will provide certain benefits depending on the driving score he gets. The driving score is dependent on telematics data obtained from Mr C's car. If a negative score is produced he receives an alert to let him know about it. Mr C has disputed some of the driving scores obtained, particularly speeding ones.

I've therefore reviewed the telematics data from Vitality to determine whether it's acted fairly and reasonably when saying Mr C's driving has caused the alerts. In doing so I'm satisfied it has. I say this because while I understand Mr C disputes the data, I've not seen anything

apart from Mr C's testimony, to show it is inaccurate or contains errors. I'll explain further.

Vitality has provided a range of data, not just the ones which resulted in the alerts. When reviewing this I can see a variety of different data points where most of the results recorded don't result in a negative score for Mr C. And while I appreciate he feels the alert's he received are errors with the system, there doesn't seem to be anything other than his testimony to support this. The data appears consistent with the other scores recorded for his driving and I'm unable to see any obvious errors in what was recorded. So, while I understand Mr C's frustration with the negative scores, I'm not persuaded Vitality has done anything wrong.

I've also noted Mr C said the app has now updated and no longer shows the speed when giving an alert. He's also raised concerns with Vitality saying it wouldn't be able to renew his policy. While I've noted Mr C's comments in relation to both of these points, they've not persuaded me Vitality has done anything wrong. I say this because Vitality gave an explanation previously about the speed showing on these alerts being linked to harsh accelerating or braking. And while it's made the decision to remove the information from the alert, it doesn't mean the data obtained on Mr C's driving isn't accurate.

Also, in regard to D no longer wishing to renew Mr C's policy, as this wasn't part of this complaint, I wouldn't be able to consider it here. It also appears this is an underwriting decision and therefore one Mr C would need to raise with D rather than Vitality.

My final decision

For the reasons explained above, 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 C to accept or reject my decision before 10 November 2023.

Alex Newman
Ombudsman