

The complaint

Mr P is unhappy Admiral Insurance (Gibraltar) Limited (Admiral) removed the discount from his car insurance policy.

What happened

Mr P purchased a telematics insurance policy from Admiral. The policy had a discount applied as it required a telematics box being installed, which could monitor Mr P's driving.

It was identified by Admiral that the telematics box wasn't working correctly. Admiral contacted Mr P and said he needed to book an appointment for an engineer to look into the problem, and by a certain date. Otherwise, they said the policy would revert to a non-telematics policy and the discount would be removed.

Ultimately an appointment wasn't made by the deadline, the discount was removed, and Admiral charged Mr P the additional premium. Mr P was unhappy with this, as he says he tried to arrange an appointment, so he approached this service to look into things.

Our investigator considered the complaint, but he didn't uphold it. He said that as an appointment wasn't made by the deadline, and Admiral had made reasonable attempts to contact Mr P to arrange it, he didn't think removing the discount was unfair.

Mr P didn't agree and asked for a final decision from an ombudsman.

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, and whilst I appreciate it will come as a disappointment to Mr P, I've reached the same outcome as our investigator.

Mr P's policy had a discount applied for having a telematics box installed to monitor his driving. Admiral contacted Mr P to let him know that his telematics box wasn't working correctly, and they said he'd need to book an engineer appointment within 14 days, or the discount would be removed and the difference in premium would be charged. This is in line with the policy terms:

“Dealing with device faults

Broken telematics unit

If, during the terms of the insurance policy, the telematics unit is suspected by us to be defective, we, or the supplier will contact you and make all reasonable attempts to repair or (at our option) replace the telematics unit free of charge.

If a visit from an engineer is required to repair or replace your telematics unit, you will again be contacted by us or the installer network to book a suitable appointment. You must ensure your vehicle is made available to our engineers within 14 days of our request to inspect the telematics unit, or your telematics discount will be removed.”

Mr P has explained to our investigator that there were issues with the original appointment for installation of the telematics box, and they needed to attend on more than one occasion to install it. However, whilst our investigator recognised this, he also explained this wasn't the reason the discount was ultimately later removed.

Instead, Admiral had contacted Mr P to say there was an issue with the telematics box and it wasn't working correctly, which required him to book an appointment with an engineer within 14 days. Because this didn't happen by the deadline given, or in the three weeks after the original deadline, despite Admiral and their agents attempts to contact Mr P, the discount was removed.

Mr P says he tried to contact Admiral after they notified him to arrange the engineer appointment and has provided copies of emails, and his phone bill, where a call was later made to the manufacturer of the telematics box. I've seen these emails and phone bill and acknowledge Mr P's initial attempt.

However, Mr P's later call was to the manufacturer of the telematics box, and they don't carry out installations or appoint engineers. But the manufacturer did pass the service request to the installer that same day. They then tried to contact Mr P on the same day, but there was no answer or voicemail facility. They tried again three days later, Mr P answered, the agent explained where they were calling from, and Mr P said he wasn't available to speak. Mr P hasn't provided anything which shows he tried to contact them again after this.

The deadline had already expired around two weeks prior to this contact, and Mr P didn't contact Admiral or the installer again to arrange the appointment. Admiral then wrote to Mr P to advise him that as he hadn't arranged an appointment by the deadline (which was three weeks before) and he hadn't arranged an appointment since, the discount would be removed, and an additional premium would be charged in the next seven to ten days.

Having considered all the information available, I think Admiral (and their installation agents) made reasonable attempts to contact Mr P. And this was beyond the original deadline they gave too, so Mr P had further opportunities to arrange an appointment beyond the original deadline. As Mr P didn't arrange an appointment by the deadline (or after this), I don't think Admiral acted unfairly by removing the discount, in line with the terms of Mr P's policy.

Mr P has also said separately he is unhappy with how he was spoken to on a call as he said this was slander. However, Mr P hasn't been clear when this call was, or who it was with, Admiral, the installer, the engineer or the telematics box manufacturer, and our investigator said he hadn't seen any evidence in support of this. I also haven't seen any evidence of this either. And Mr P also hasn't raised this specific complaint with Admiral to consider or address. If Mr P is unhappy with a specific call he had and can provide details of this and why he is unhappy, he should raise this with Admiral to consider further.

But I'm satisfied, for the reasons outlined, based on all the remaining information and evidence that I've seen, that Admiral hasn't acted unfairly by removing the telematics discount from Mr P's policy as he didn't arrange an engineer appointment by the deadline (or in the three weeks after, prior to the discount being removed). So, I won't be directing Admiral to do anything further.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 August 2023.

Callum Milne
Ombudsman