

The complaint

Miss J complains Aviva Insurance Limited trading as General Accident (Aviva) unfairly cancelled her motor insurance policy.

What happened

Miss J had a motor insurance policy with Aviva. It included the use of a telematics device to monitor her driving.

Miss J received a letter from Aviva informing her that her motor insurance was being cancelled. It said the reason for the cancellation was that she had been recorded exceeding 45 miles per hour in a 30 miles per hour zone by her telematics device. It said this breaks her policy terms and conditions regarding excessive speeding.

After Miss J contested Aviva's decision to cancel her policy it provided her with information of two separate incidents of exceeding the speed limit. Miss J said at the time of one incident she was still at home and her car was outside her house. She said this showed the telematics device was faulty and therefore unreliable and the cancellation was a mistake.

Miss J said Aviva should refund the cancellation fee and provide her with a letter for her current insurer to show the cancellation was a mistake.

Aviva accepted the wrong information was given by its agent, but said there was no issue with the telematics device. It apologised for its mistake and the poor service received and offered £75 compensation as an apology. However, it maintained its decision to cancel her policy.

Because Miss J was not happy with Aviva, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said they had not seen any evidence to support Miss J's claim that the telematics device was faulty. They said Aviva had been entitled to cancel her policy as per the terms and conditions regarding excessive speeding.

As Miss J is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 looked at the terms and conditions of Miss J's motor insurance policy and it says;
*" IMPORTANT – Excessive speeding conditions
Your policy will be cancelled immediately if your car is driven at speeds shown below:
Exceeding 45mph in a 30mph zone*

Your Telematics device will trigger a notification to us and we will give you seven days written notice as required by the Road Traffic Acts. Your policy will then be cancelled."

Aviva sent Miss J an excessive speed reminder on 9 May 2023. It sent Miss J the policy cancellation notice by email and post on 16 June 2023 and this included the required seven-day notice. Her policy was cancelled on 22 June 2023.

When Miss J received her cancellation notification she asked for detail of the excessive speeding event and Aviva gave details of an event on 1 May 2023. Miss J provided proof of her car being parked at home at the actual date and time Aviva gave of this event, so I can understand why this led her to think the telematics device may be faulty.

Aviva said its agent had made a mistake with the time. It said the agent had incorrectly said the journey time started one hour earlier than it did. They said the correct time the journey started was 07.06am and not 06.06am as its agent had said. As Miss J said she started her journey after 7.00am on 1 May 2023 this correlates with the date from the telematics device.

Aviva also gave Miss J details of a second excessive speeding event on 25 May 2023. When she checked this information she again said the time was incorrect. She said this must surely cast some doubt on the telematics device reliability. She added she knew the road she was recorded at excessive speed well and was certain she had not driven at such an excess speed. She also said the speed score for this journey was scored as good.

I asked Aviva to explain how there was a time difference in both excessive speeding events. It explained the data servers it uses for the telematics data gathering and processing are located in Europe which is an hour ahead of UK time and due to this the data related to UK time is an hour different. It said its agents should have accounted for this.

I also asked Aviva how it could record a good speed score at the same time as recording excessive speed. It explained the speed score looks at the overall journey speed. On 25 May 2023 the journey in which the excessive speeding was recorded took 44 minutes and involved travel mainly on A roads, through several residential areas where the limit is around 30 miles per hour. Miss J's average speed was 25mph overall, so the majority of her journey was in line with road speed limits which meant an overall good speed score.

After considering the explanations given by Aviva regarding the times I have not seen any evidence that the telematics device was faulty. As I have seen there were two instances of excessive speeding in May 2023 I think that Aviva fairly cancelled Miss J's motor insurance policy in line with the terms and conditions of her policy.

Aviva accepted its agent's mistake and the poor service received by Miss J and offered £75 compensation as an apology. I agree Miss J received poor service and think £75 is a fair and reasonable amount in the circumstances of this complaint. Aviva must now pay this if it has not already been paid.

Therefore, I do not uphold Miss J's complaint and I do not require Aviva to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 4 April 2024.

Sally-Ann Harding
Ombudsman