

## **The complaint**

Miss D has complained that her motor insurer, Mulsanne Insurance Company Limited ('Mulsanne'), unfairly cancelled her motor insurance policy.

Mulsanne is the underwriter of this policy i.e., the insurer. Throughout the claim Miss D was also dealing with other companies who act as Mulsanne's agents. As Mulsanne has accepted it is accountable for the actions of the agents, in my decision, any reference to Mulsanne includes the actions of the agents.

## **What happened**

In February 2022 Miss D took out a motor insurance policy with Mulsanne through a price comparison website. The policy started in March 2022 and was being administered by a broker. The policy was a telematics or a "black box" policy and under its terms Miss D had to install the black box and ensure that it was properly working.

In November 2022 Miss D says she received text and email messages from Mulsanne informing her that her black box was not transmitting data and that she'd have to reinstall it. She says she emailed and called Mulsanne during this time, but its offices were closed. Over the same period, she says she also received letters from Mulsanne providing her with details of her driving score. She says this suggested the black box was transmitting data.

On 9 January 2023 Mulsanne emailed Miss D a letter which, again, said that it wasn't receiving any data from the black box. The letter said if this wasn't rectified within seven days the policy would be cancelled. On 24 January 2023 Mulsanne wrote to Miss D again to say her policy had been cancelled on 16 January 2023. Mulsanne asked Miss D to return the box and also said there was a balance outstanding.

Miss D complained and said that because she continued to receive letters informing her of her driving score, she assumed the box was working. She also said that the box light was on which reinforced this belief.

Mulsanne didn't uphold the complaint. It said under its policy terms it was entitled to cancel a policy by giving seven days' notice if the box stopped transmitting data. And as it hadn't heard from Miss D after its 9 January 2023 letter it proceeded to cancel the policy.

Miss D didn't agree and complained to us. She said Mulsanne had provided conflicting information. She said if she thought the box wasn't working, she would have rectified this. She said she had to take out a new policy two months before this one was due to expire and missed out on an additional one year's no claims bonus (NCB) as a result.

One of our investigators reviewed the complaint but didn't uphold it. He said that Mulsanne had done enough to make Miss D aware of the fact that it wasn't receiving any driving data and had given her seven days' notice, as per its terms and conditions, before proceeding to cancel the policy.

Miss D didn't agree and asked for an ombudsman's decision. She reiterated that the information she'd received from Mulsanne was contradictory and that if she thought the box wasn't working, she would have reinstalled it.

The matter was then passed to me to decide. Before I proceeded to issue my decision, I asked for some further information from both parties including an email Miss D said she'd sent to the broker in November 2022 and also a confirmation from Mulsanne as to whether this was recorded as a cancellation by Miss D rather than by Mulsanne. It confirmed this was recorded as a cancellation by Miss D.

### **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 have decided not to uphold it. I appreciate this will come as a disappointment for Miss D. I explain below why I arrived at this decision.

The policy documents say that there must be an active telematics device in the car during the term of the policy. If that is not the case this will be treated as a cancellation request and seven days' notice will be given in writing before the policy is cancelled. The terms also say that if there is a request to reset the telematics device this must be also done within seven days of notification. If not, this will again be treated as a cancellation request and the policy will be cancelled with seven days' notice.

Miss D received letters from Mulsanne on 23 November, 23 December 2022 and 22 January 2023 informing her of her driving score being low. She said she assumed these letters meant that the black box was working. She says she also received texts and emails on 25 and 26 November 2022, informing her that Mulsanne was receiving no data from her box. She says she then removed and reinstalled the box. She also called Mulsanne on 26 November, a Saturday, but its offices were closed so she emailed Mulsanne on the same day to say the blue light on the box was on. In her email she said she would call again on the Monday. Mulsanne says this email would have bounced back or sent an "undeliverable" response.

On 9 January 2023 Miss D received an email informing her that her box wasn't transmitting data and that she had seven days to rectify this otherwise her policy would be cancelled. Mulsanne said this was followed up with a text on 10 January 2023. Miss D says she unplugged the box and plugged it in again and the blue light came on.

I appreciate Miss D says that Mulsanne provided conflicting information and I think it did to a degree. It told Miss D it wasn't receiving any data on 25 and 26 November 2022 and then on 23 December 2022 it sent her a letter regarding her driving score, which suggested it was receiving data. Mulsanne said the driving score letters go out automatically, but I can see why this would be confusing for the policy holder.

But, despite the confusion, in these specific circumstances, I don't think Mulsanne was acting outside its terms and conditions when it cancelled the policy. Mulsanne wrote to Miss D on 9 January 2023 to say it wasn't receiving data. The last letter Miss D had received at that point about her driving score was in December 2022 which predated this letter. So, based on the information Miss D had in early January 2023, her score was low in December 2022 which could have led her to assume the box was working at that time, but by January 2023 this was no longer the case. I appreciate Miss D said that Mulsanne told her that the box stopped working in November 2022, but she didn't find this out until she called on 30 January 2023. I also appreciate that a further driving score letter was sent out on 22 January

2023, and though this was by no means ideal, by that point Mulsanne had already cancelled the policy.

Even if the box stopped transmitting data in November 2022, I think the crucial date here is 9 January 2023. At that point Miss D was given seven days to reinstall the box and thereby prevent the cancellation. Miss D says that her box had a blue light which was on and so she believed this meant that it was working. She says she pulled out the plug and plugged it in again and the blue light came on again. I fully understand why Miss D would think the box was working if the light was on, but Mulsanne's letter says that in order to check whether the box was installed correctly or not, Miss D would have had to check on its online application and call Mulsanne if she had further questions. It didn't say that the light coming on was enough. Miss D didn't say that she checked the application or that she called over those seven days, and I think if those further actions had been taken, it is more likely than not that Mulsanne would have clarified that the box was still not transmitting data and explained to Miss D how to rectify this. And that way the cancellation could have been avoided.

Mulsanne wrote to Miss D on 24 January 2023 to let her know the policy was cancelled. Though Miss D said she didn't open that email until 28 January, together with an email dated 16 January (she said to us it was dated 16 February but as she read it in January, I assumed this was a typo) advising her of the charges, she confirmed that she had received it. So, I think Mulsanne did enough to make her aware of the cancellation.

In summary, bearing in mind that Miss D said she received the 9 January 2023 letter I think Mulsanne did enough to make her aware there was an issue with the box, and it would proceed to cancel the policy. And in doing so it was acting within its terms and conditions. I think Mulsanne's actions were, on the whole, fair and reasonable.

### **My final decision**

For the reasons above, I have decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 15 January 2024.

Anastasia Serdari  
**Ombudsman**