

The complaint

Miss H complained about Admiral's service in connection with her motor insurance policy.

What happened

Miss H's motor insurance required her to use a telematics device(the device) in her car. When she cancelled her policy, she had to return that device. Miss H wanted to be able to prove that she had posted it, so she wouldn't be charged if Admiral didn't receive it. So she didn't want to use the freepost address Admiral gave her and wanted a full postal return address. She said that despite her asking Admiral for that numerous times over a few months, Admiral didn't give her that return address or labels. They then charged her a £50 hardware charge for not returning the device and instructed debt collectors to recover the charge from her. She thought they'd given her poor service.

Admiral said the £50 charge remained due as per their policy terms. They said they'd made it clear how and where she could return the device and extended the time for her to do that , and they had followed the correct procedures.

The investigator didn't uphold the complaint. He thought that Admiral had treated Miss H fairly. Miss H didn't agree and so the complaint was 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.

I've looked at Miss H's policy and the information document that Admiral gave her about the telematics device. They say that if a policyholder cancels their policy before the end of the policy term or Admiral have asked for its return, the policyholder must return the telematics device or Admiral can charge a hardware charge of £50. The policy says the device should be returned in the prepaid envelope sent with the original packaging but if a policyholder no longer has those, they could return it to a stated postal address. In that case the policyholder would be liable for the postage costs, and should obtain proof of postage, as they would be responsible for any loss or damage to the device.

Miss H said her original packaging didn't come with a prepaid envelope, she couldn't access the policy documentation once the policy was cancelled, and that Admiral only gave her a freepost address. The post office wouldn't give her proof of postage to a freepost address, so she didn't trust sending the device there and wanted Admiral to give her a full postal address. She said that Admiral never sent her that address or any prepaid address label despite her requests.

Admiral said they had included the prepaid label with the packaging when they issued the device. Miss H said she didn't receive that. However I don't think that's crucial here. Admiral have shown us that they asked Miss H to return the device several times from 12 December onwards and did give her the full return postal address by email then and again on 10 January 2023. They confirm they sent her returns label In December and February. Miss H

said she didn't receive these. While I've no reason to disbelieve that, Admiral are adamant that they were sent and to her correct address, so it doesn't take the situation any further.

I do see that Miss H feels that she had done the correct thing to wait until she had a full postal address so she could get proof of postage to protect her if the device was lost in transit. But Admiral have shown us that they gave her the full postal address and also tried to reassure her that she should send it to the freepost address. I think that Admiral over several months gave Miss H alternative options to return the telematics device and extended the time for her to do so. This was fair of them. I can also see that on 24 March Admiral offered Miss H that, if she returned the device by freepost and told them she'd done so, they wouldn't charge her the £50 fee even if they then didn't then receive the device. Miss H still didn't return the device.

In these circumstances I think that Admiral have acted reasonably and fairly and I don't require them to do anything else.

My final decision

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 6 October 2023.



Rosslyn Scott
Ombudsman