

The complaint

Mr P complains about Aviva Insurance Limited's ("Aviva") decision to cancel his motor insurance policy.

What happened

Mr P has a telematics device installed in his car which monitors his speed. He says he received a letter from Aviva to say his policy would be cancelled as he'd been driving above 45mph in a 30mph zone. Mr P says he has never driven above 45mph in a 30mph zone. He says he has a mobile app which also tracks his speed, and this doesn't show him speeding on the day Aviva claim. Mr P says, because he was driving in the evening, during peak time, heavy traffic would mean he couldn't speed. Mr P also says the road he was travelling on has speed cameras so, had he been speeding, he would've received a speeding ticket. Mr P complained to Aviva about their decision to cancel his policy.

Aviva responded and provided the date, time and location where the telematics data showed Mr P was speeding. Aviva explained the speed Mr P was travelling at was in breach of the policy terms and conditions so the decision to cancel his policy was correct.

Our investigator looked into things for Mr P. She thought Aviva hadn't acted unfairly in cancelling Mr P's policy. Mr P disagreed so the matter has come to me for a decision.

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've decided not to uphold the complaint. I understand Mr P will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr P's motor policy documents. The Schedule of Insurance shows Mr P took out a telematics comprehensive policy. The telematics insurance booklet sets out the terms and conditions and, under the heading 'Policy cancellation' there's a sub-heading which says, 'Excessive speeding conditions.' This section says Aviva will cancel a policy immediately if a car is being driven at speeds shown in a table. One of the conditions shown in the table says, "*Exceeding 45mph in a 30mph zone*".

Aviva have provided telematics data relating to the speeding incident. This shows Mr P's car accelerating to speeds that would trigger the excessive speeding condition I've referred to above, as well as the direction of travel, and the specific location.

Along the stretch of road Mr P's car was travelling on, the data shows specific locations along that road where his car was being driven at between 46mph and 50mph. Aviva have also provided a speed graph which shows Mr P's car was driven at 49mph while travelling along the same stretch of road.

I note Mr P challenges this data and says it's not consistent with the information shown on his mobile app. The terms and conditions say, when using the app, a policyholder will be

able to view their journeys made in their car and will receive a score between 0 and 100. The terms and conditions then go further to describe the action Aviva will take if a journey score is below 50 – and how this could also lead to cancellation of the policy. Mr P has provided a screenshot of his mobile app linked to his telematics device which shows a score of 65 for the date of the speeding event – so I do understand why Mr P has questioned this.

The terms and conditions say the speeding score is calculated using a number of factors, which are abrupt cornering, lateral movement, mileage, hard acceleration, hard braking, speeding, road type and trip time. So, it's clear the speeding score takes into account a range of factors – and isn't based on the speed alone. In any event, I can't say the data provided by the telematics device isn't reliable. The information provided by Aviva shows the telematics device was working correctly and collecting data in the way it's expected to, and there's no evidence of any faults being reported. So, in the circumstances of this case, I'm persuaded by the telematics data.

I can see Mr P also raises a query about being told he was driving at 68mph. I've seen a copy of this conversation with an agent at Aviva and they do refer to the speed being 68mph, but at a later time than the speeding events Aviva have relied on in support of their decision to cancel the policy. I haven't seen any evidence of Mr P's car being driven at 68mph, and Aviva do appear to acknowledge their agent gave an incorrect speed when discussing the matter with Mr P. This doesn't however change my decision as this doesn't prove the telematics data showing Mr P's car being driven at speeds between 46mph and 50mph is incorrect – and it's this driving event that Aviva are relying on when cancelling the policy.

Mr P has provided a video recording of him travelling along the same stretch of road where Aviva claim he was speeding. He explains, given the roundabouts, it's not possible to reach the speed Aviva claim he was doing. Mr P has also provided an image of the stretch of road showing the distance is approximately 0.6 miles. Mr P says, given the time Aviva claim he was speeding was peak time for traffic, he wouldn't have been able to travel at the speeds recorded. I do acknowledge Mr P's points, but I'm not persuaded this information proves Mr P wasn't doing the speeds recorded by the telematics device. I say this because the video does appear to show the same route shown by the telematics data, but it's not for the same day. I don't doubt Mr P's testimony about there generally being a build-up of traffic along that route, but I can't say there was traffic on the particular day Aviva say Mr P was speeding – and that it was to such an extent that would make it unlikely to be able to travel at the speeds recorded by the telematics data. I've also taken into account the image provided by Mr P. This shows the stretch of road being 0.6 miles, so I can't say the distance is such that it's unlikely for a car to be able to travel at the speeds recorded by the telematics data.

I can see Mr P has also provided photos showing slip roads leading onto the stretch of road he was driving on, which Mr P says would lead to a driver having to slow down. I do acknowledge Mr P's points, and I don't dispute this is what his photos show. But I can't say this evidence is more persuasive than the evidence I've seen which suggests Mr P's car, for a short period of time, was being driven at speeds which breached the speeding conditions set out in the policy terms and conditions. I also don't find Mr P's argument that he didn't receive a speeding ticket persuasive, as that would have been dependent on the police witnessing/recording the incident.

In light of the above, and while I've carefully considered all information provided by Mr P, for all the reasons I've mentioned above, I find the telematics data most persuasive. This therefore means Aviva acted reasonably by cancelling Mr P's policy, as the device recorded an excessive speeding incident, and the terms and conditions say this is what they'll do in such circumstances.

I understand Mr P will be disappointed and I am sorry to read about the impact the cancellation had on Mr P. But I can't say Aviva have acted unfairly in cancelling the policy. I wish to reassure Mr P I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 November 2023.

Paviter Dhaddy
Ombudsman