

## **The complaint**

Mrs K complains that By Miles Ltd cancelled her motor insurance policy. She wants it to reinstate the policy and remove records of the cancellation. And she wants compensation for her trouble and upset and increased premiums due to the cancellation. Mrs K is represented in this matter by her husband, Mr W, a named driver on her policy.

## **What happened**

Mrs K and Mr W had two policies with By Miles. I'll refer to them as policy 1 and policy 2. Both policies required Mrs K to fit a mileage tracker device to her car. By Miles said it sent this to Mrs K for policy 1 and it was activated. Mrs K then changed her car several times. By Miles later told Mrs K that the tracker wasn't now working, and it thought it may not have been transferred to the replacement cars. Mrs K said she had never received a tracker for this policy and declined to pay for a replacement. By Miles then cancelled her policy after providing notification. Mrs K thought this was racist and unfair.

Our investigator didn't recommend that the complaint should be upheld. He thought By Miles had provided evidence that the tracker had been sent to Mrs K and activated. He thought By Miles had cancelled the policy in keeping with its terms and conditions. He thought it had correctly recorded the cancellation on the Claims and Underwriting Exchange (CUE) database. He couldn't see evidence that By Miles had been racist or discriminatory towards Mrs K.

Mr W replied that the investigator had looked at the wrong policy. He said the complaint should have been in regard to the car covered by policy 2.

## **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 checked that Mrs K's complaint was against the correct policy. By Miles has provided screenshots of its system to show that policy 2, which was for a car with Mrs K's personalised number plate, ran until the policy lapsed. Mrs K sent By Miles an email stating that she had received the tracker for this car. So policy 2 wasn't cancelled by By Miles.

Policy 1, however, was cancelled before the policy was due to end. Mrs K sent emails to By Miles about the tracker for the last car on this policy. The registration for the last car on this policy is on the cancellation notice. So I'm satisfied that the complaint has addressed the correct policy.

Our approach in cases like this is to consider whether the broker's acted in line with the terms and conditions of the policy and fairly and reasonably.

I can see that the policy required Mrs K to install the tracker and keep it running to record her mileage. By Miles then charged her a premium based on this mileage. The policy also states that if the tracker isn't installed, then the policy may be cancelled.

By Miles said it sent the tracker by recorded delivery and it was collected from Mrs K's local post office. Mrs K disagrees with this. And I can see that By Miles did initially send Mrs K the

wrong tracking reference, which it corrected. I can see from file screenshots that the tracker was activated and then recorded information for the car on the policy at that time. So I'm satisfied that By Miles did send Mrs K the tracker.

I understand that Mrs K doesn't recall this. But as she did receive a tracker for the other policy shortly afterwards, I think she would have contacted By Miles if she hadn't received the device for policy 1.

Mrs K then changed her car on the policy several times. Each time she changed the car, By Miles sent her instructions to change over the device to the new car. From what I've seen, Mrs K swapped the tracker for the first change of car, but not thereafter. So I think she reasonably understood the need to transfer the tracker to the new car on the policy and that she wouldn't be provided with a new tracker each time. But then the tracker wasn't activated for the third or fourth cars on the policy.

By Miles then contacted Mrs K to tell her that the tracker wasn't working and offered for her to buy a new one for £50. But Mrs K declined this. So By Miles issued notification of cancellation due to the breach of policy terms and it then cancelled the policy and recorded this on CUE. I think By Miles cancelled the policy fairly and reasonably and in keeping with the policy terms and conditions. As it didn't do anything wrong in this, I don't require it to pay Mrs K and Mr W any compensation.

Mrs K said By Miles had discriminated against her because of her race. But I've seen no evidence to show this. I've read the email exchanges and I think By Miles communicated with Mrs K in a friendly and professional manner.

It was eight months between the tracker last being used and By Miles contacting Mrs K about this. By Miles was entitled to charge Mrs K a fee to cover the missing mileage. But it waived this as a gesture of goodwill. I think this is further evidence that By Miles didn't treat Mrs K differently because of her race.

Also, Mrs K had another policy with By Miles that wasn't cancelled at the same time. So I can't say that By Miles discriminated against Mrs K because of her race.

When the policy was cancelled, By Miles recorded this on CUE. I think By Miles is obliged to record the policy history accurately. And I can't say it did anything wrong in this or that it should be held responsible for Mrs K's and Mr W's increased premiums.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 21 September 2021.

Phillip Berechree  
**Ombudsman**