

The complaint

Mr B is unhappy that Adrian Flux Insurance Services Group downgraded his motor insurance cover on three separate occasions.

What happened

On 18 December 2018, Mr B took out a motor insurance policy with Adrian Flux. As part of this policy, Mr B was required to have a telematics device (sometimes known as a black box) fitted to the car. And the policy was limited to 2,000 miles a year. Adrian Flux supplied Mr B with the telematics device. But it didn't work correctly, and Mr B struggled to keep it charged.

When the device wasn't working correctly, Adrian Flux sent Mr B emails telling him this. These were automatically generated based on the signals Adrian Flux were receiving or failing to receive. And, on occasions, the cover on the policy was also temporarily downgraded to third-party only

Mr B wasn't happy with what had happened, and he complained to Adrian Flux. Adrian Flux said that they'd acted in line with the terms of Mr B's policy, but they offered him £100 as a goodwill gesture to cover the costs Mr B said he'd incurred while his cover had been temporarily downgraded. But Mr B was still unhappy, so brought his complaint to us for investigation.

Our investigator said the policy Mr B had with Adrian Flux required the car to be fitted with a working telematics device. And, if it wasn't, then the cover on the policy would be restricted to third party only. She said it was clear there was an issue with the telematics device but, it wasn't possible to say exactly what the issue was. But she thought it was likely to be as a result of the incorrect fitting of the device or the low mileage that was done.

The investigator thought Adrian Flux could've told Mr B that the low mileage may cause problems with keeping the telematics device charged. But she said they'd acted within the terms of the policy and warned Mr B on a number of occasions before downgrading the cover. So, she thought the £100 they offered was reasonable, and she didn't think they needed to do anything more.

Mr B didn't agree with the investigator. He said she'd *"repeatedly misinterpreted the evidence presented by both myself and Adrian Flux"* and he wasn't happy with how his complaint had been investigated. Mr B was provided with details of how to complain about our service and this matter has been passed to me to make a final 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 have reached the same overall conclusions as the investigator, and for broadly the same reasons. I've focused my comments on what I think is relevant. If I haven't

commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

I've seen that Adrian Flux wrote to Mr B on 18 December 2018, providing him with copies of his insurance documents. The cover letter clearly stated *"your insurance cover will be restricted to Third Party Only and ultimately cancelled if your [telematics device] is not fitted and activated within 72 hours of the policy starting. You must also make sure it is kept charged in order to avoid restrictions to your insurance cover."*

Under the heading *"Awareness of policy terms"*, the policy documents stated *"when a policy is issued, you are strongly advised to read it carefully ... if you are in doubt on any of the policy terms and conditions, please contact us promptly."*

And, under the heading *"Telematic Device"*, the policy documents stated *"it is a condition of your insurance that the telematics device supplied at the start of your policy (or a replacement supplied by us) is correctly fitted, working and kept charged while your vehicle is in use or parked. The telematics device must be fitted within 72 hours of the policy start time. If it is not fitted, cover will be restricted to the minimum required by law"*.

Mr B was also given a 14-day cooling off period, in which to cancel his policy. So, if he didn't agree with the requirements of having the telematics device, or the potential consequences of not complying with these requirements, then he could've withdrawn from the agreement. But he didn't do this.

Given the above, I'm satisfied that Mr B was made reasonably aware of what could happen if he failed to ensure the telematics device remained charged. And by not contacting Adrian Flux about the telematics device, and/or cancelling the policy, within the 14-day cooling off period, he agreed to be bound by these terms.

I've seen that Adrian Flux contacted Mr B with a battery power warning on 52 occasions between 2 February and 16 December 2019. And, on some of these occasions, they also let him know that the battery needed recalibrating, providing him with the instructions for this. They also told him that the device needed to be kept on charge until it was fully charged.

Adrian Flux also contacted Mr B on 9 September 2019 to let him know that the telematics box wasn't transmitting any data. And to ask him to plug it in urgently, as failure to do so may result in cancellation of the policy.

On 23 April, 8 October, and 27 November 2019, Adrian Flux wrote to Mr B, telling him that the telematics device fitted to his car had no battery power. They explained that, because of this, the policy had been restricted to third-party only cover, and that, if he failed to charge the device, this could lead to the cancellation of his policy. On 4 May, 11 November and 2 December 2019, Adrian Flux also confirmed to Mr B that the telematics device was now sufficiently charged, and that fully comprehensive cover had been re-instated.

Based on what I've seen, I'm satisfied that Adrian Flux were acting within the terms of the policy when they restricted Mr B's cover. And I think they acted reasonably by giving Mr B sufficient notice of this by way of multiple battery power warnings.

In response to the battery warning emails, over the course of a string of emails between February and July 2019, Mr B told Adrian Flux that the charging and/or recalibration of the battery didn't work correctly. Given this, he thought the device was faulty.

Adrian Flux asked Mr B to return the telematics device for testing, and to establish if it was faulty. This email confirmed that Mr B would receive a replacement device. But Adrian Flux

also told Mr B that, if the device wasn't faulty then he'd be charged £165 for the cost of the replacement device.

However, Mr B refused to return the telematics device to Adrian Flux. And I've seen that, on one occasion when he was asked to do so, Mr B also refused to provide Adrian Flux with photographs of the device so they could try and establish if there was a fault.

What's more, between January and April 2019, Adrian Flux corresponded with Mr B on several occasions about the telematics box being incorrectly installed in the car.

Based on the evidence I've seen, it's clear that something was wrong. This may have been an issue with the telematics device itself. It may have been an issue with the fitting, or that Mr B wasn't charging or recalibrating the device correctly. Or it could also have been an issue with the battery life as a result of Mr B's limited use of the car. However, because Mr B refused to send the device back to Adrian Flux for testing, and because the device hasn't been tested independently; it's not possible to say what the problem actually was. So I can't say, either conclusively or on the balance of probabilities, that Adrian Flux supplied Mr B with a faulty telematics device.

As this is the case, and because Adrian Flux have already offered £100 compensation, I don't think they need to take any further action. It's now for Mr B to decide whether to accept this compensation or not.

My final decision

For the reasons explained above I don't uphold Mr B's complaint about Adrian Flux Insurance Services Group.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 30 March 2022.

Andrew Burford
Ombudsman