

## **The complaint**

Mr B complains that Admiral Insurance Company Limited have mis-recorded driving data on his little box car insurance policy. Reference to Mr B will include that of his father.

## **What happened**

Mr B had a car insurance policy with Admiral, which included a box to record driving data and provide scores based on what was considered good – or otherwise.

Mr B raised concerns upon discovery of his driving record showing harsh acceleration and deceleration happening at the same time.

Admiral first arranged for the box to be looked at by an engineer, but that didn't satisfy Mr B, so he pursued the matter further. Admiral tried to reassure Mr B that everything was fine and that the box was working as expected.

However, Admiral did accept that there had been some service failings which included communication issues leading to confusion. They paid Mr B £100 compensation.

An investigator here looked into the matter and didn't think that was enough. They recommended Admiral pay a further £100 in resolution of the complaint.

Admiral didn't agree, so the case has been 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.

There are two main issues for me to consider here. The first is whether or not Admiral is recording the data correctly, and the second is whether their service failings have been adequately compensated.

### *Driving data*

I can well understand Mr B's concern that the data suggests he is accelerating and decelerating at the same time, because of course that isn't possible. But Admiral have explained to us how the data is recorded in batches based on time and location, so they don't actually *believe* the data is indicative of simultaneous acceleration and deceleration. And so this hasn't been to Mr B's detriment.

This has been supported by the external company which provides the monitoring. So, while I completely understand the concern, I'm satisfied that Admiral is not treating Mr B unfairly in respect of the data. Not least because he has managed to achieve 'silver' and 'gold' scores.

### *Service provided*

I agree with both Admiral and our investigator that the service provided in this matter has not

been where it should have been. The investigator felt that Admiral had caused Mr B to become paranoid about the data and how it might affect him in the future. That's because part of the 'advantages' these policies are sold on are the prospect of cheaper premiums at renewal.

Equally, one of the disadvantages is the prospect of greater premiums at renewal – if you score poorly. I can appreciate how a young driver might be extra sensitive to premium fluctuations, and worried about them increasing without good reason.

And this whole matter seems to have taken far too long to resolve. It seems Mr B first raised concerns in November 2021 and that there was a lot of back and forth between him and Admiral for five months – when they gave him more of an explanation about how things worked. Admiral suggested they'd provided more detail earlier, so we asked for a phone call recording, but it wasn't forthcoming.

There were points where Admiral miscommunicated with Mr B as well, which only made matters worse.

All things considered, this could have been resolved earlier and the way it dragged on has caused unnecessary distress and inconvenience to Mr B. I consider a total compensation of £200 to be fair and reasonable.

### **My final decision**

It is my final decision that I uphold this complaint. I require Admiral Insurance Company Limited to pay Mr B £200 compensation – less any such payments already made.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 22 December 2022.

Will Weston  
**Ombudsman**