

The complaint

Mr D and Miss D are unhappy with the service provided by Admiral Insurance (Gibraltar) Limited (Admiral) when purchasing car insurance.

Mr D and Miss D are both parties to this complaint. Mr D has primarily dealt with this service. For ease of reference I have referred to Mr D throughout this final decision.

What happened

On 18 October 2022 Mr D contacted Admiral by phone to add an additional car to his policy. Mr D selected insurance which included the supply and fit of a telematics device.

Admiral wrote to Mr D informing him of a confirmation of change to his policy and included documents confirming details about the telematics device.

The policy schedule explained '*Please read extra conditions/endorsements in your Car Insurance Guide at [web address].*'

This provided details for the Telematics Guide which explained:

If you fail to install your [telematics device] within 30 days, we will revert your policy to a Standard Admiral policy, in which case you will lose any discounts and policy features associated with [telematics device]. We will provide written notice of the loss of discount.

How is the device fitted?

Shortly after you purchase the policy, our professional installers will contact you either by email, phone, or SMS to book an installation time online.

Appointments are usually either 'morning' or 'afternoon' slots Monday to Friday.

Whilst we cannot specify an exact time when you book your appointment, our installer will contact you before they arrive to ensure that you are available.

The telematics key characteristics sheet explained:

The professional installer will be in touch to arrange the fitting at your convenience. The unit must be installed within 30 days of the policy start date or your policy will be cancelled. If you fail to attend an appointment or your device cannot be installed, there is a fee of £35 payable.

On 21 October Mr D contacted Admiral saying that he was unhappy with the booking process for installing the telematics device because it could not provide a specific time on when an installer would be able to attend.

Mr D explained he works during the weekdays so wouldn't be able to be present for an appointment. Mr D also requested that he keep his insurance without the telematics device but be charged the same cost for his insurance as with the telematics device discount.

Mr B was told this wouldn't be possible as removing the telematics device from the policy would also remove the discount. Mr D complained to Admiral about the appointment scheduling being restrictive and no longer being happy with having the telematics device fitted in his car because of this. Mr D was told a representative from Admiral would try to call back within 72 hours to discuss his complaint but this couldn't be guaranteed.

On 26 October Mr D spoke to another Admiral representative saying he hadn't heard back following his complaint on 21 October. Mr D explained *'We couldn't agree a time to fit the box as I have work commitments... One thing we can do is cancel the box but keep the premium as it is.'* Mr D also explained he had booked an appointment for 31 October but he had complained about the telematics box because of the restrictive scheduling and was waiting for a response to this. The Admiral representative told Mr D that he would receive a call back the following day. But that didn't happen.

Mr D didn't attend the appointment scheduled for 31 October and so he received a notice informing him that a charge of £35 would be payable because of the unsuccessful installation of his telematics device.

On 1 November Mr D called Admiral to complain about the failed call back of 27 October, and also the £35 charge notice he'd received. Mr D was told the failed call back would be added to his complaint that was logged on 21 October. Mr D was also told that it can take up to eight weeks for a complaint to be investigated and responded to. As a goodwill gesture, the Admiral representative agreed to remove the £35 missed installation charge.

During the call Mr D explained *'The problem is telematics company cannot accommodate us- so telematics box should be taken and premium stays the same.'* Mr D also explained *'To be honest otherwise we'll have to cancel everything, we have an experienced driver we don't need the box but it brought the premium down, if you can take the box but keep the premium down'*. The Admiral representative explained *'In terms of removing the box and wiping the fee, it's not something we usually do, I will manage expectations by saying the extra cost is quite a lot... the complaints team have larger potential, it's unlikely they'll wipe the whole difference, I want to manage expectations'*.

On this call Mr D also clarified his understanding of what would happen regarding the fitting of the telematics device. He asked *'What we don't want is Admiral saying you haven't fitted the box, and the policy is going to be cancelled, and then I have to make numerous phone calls, the ball is in your court, is that correct?'* The Admiral representative said *'Hopefully, I can leave a note on the policy saying the complaint is on-going regarding the telematics, I can do what I can on my end, hopefully it will be enough but I can't guarantee it will be enough... [I will] say can we please avoid chasing while complaint is on-going and hopefully that will be enough.'*

On 14 December Mr D received a response to his complaint. Admiral accepted that Mr D didn't get a call back on 27 October as he was told he would. They agreed to pay Mr D £25 in recognition of this error, and the inconvenience caused to Mr D.

Admiral didn't agree with Mr D's complaint about the restrictive timings for scheduling an installation appointment, saying that the terms and conditions for Mr D's telematics device explained *'we cannot specify an exact time when you book your appointment.'* Admiral also found that the information given to Mr D about the discount for the telematics device only

applying if the telematics device remains on his policy, was correct. Admiral said there wasn't any evidence to indicate that Mr D had been told anything different.

On 9 January 2023 Admiral wrote to Mr D saying:

'We have been notified that your [telematics device] unit has failed to be installed in vehicle registration [registration number].

Rather than cancel your policy and leave you without insurance, we have removed the [telematics device] discount from your policy.

As a result of the loss in discount, there is an additional amount of £394.07 to pay.'

Mr D complained to Admiral about the extra charge being requested for his policy. Admiral explained this charge had been applied fairly- because Mr D didn't have a telematics device on his policy, the discount wasn't applicable. During this call Mr D was offered the opportunity to cancel his policy based on the original cost of the policy without the discount, and only pay for the time he'd had the benefit of cover, without incurring any cancellation charges. Mr D was told if he didn't want to cancel, he'd have to pay the additional charge to continue with cover.

Mr D was unhappy with this response, and brought his complaint to the Financial Ombudsman Service.

Mr D told this service that he wasn't happy with the restrictive scheduling process to install the telematics device, he was promised call backs which didn't happen, and that he missed out on the opportunity to have his telematics device fitted because he was told to wait until the investigation into his complaint had been completed. Mr D doesn't feel it's fair that Admiral are asking for full payment for his insurance when they told him that the requirement to fit the telematics device would be on hold while his complaint was being investigated.

The investigator found that Admiral could've provided a better service in responding to Mr D when they said they would, but the £25 offered was reasonable compensation for the impact on Mr D, and didn't recommend Admiral do anything more in settlement of Mr D's complaint.

Mr D rejected these findings saying (amongst other things) *'Within first 30 days, Admiral manager asked us not to take further action re fitting black box until further instructions and on the outcome and conclusion of the investigation which was officially completed in Jan 2023, otherwise we would have had the black box fitted in October.'*

As the complaint couldn't be resolved, it has been passed to me for 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.

I thank Mr D for taking the time to explain everything that's happened when dealing with the issues with his telematics device with Admiral. I understand it has been a stressful time for Mr D. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that's happened or been argued is set out above, I've read and considered everything that has been provided.

Mr D feels strongly that Admiral have treated him unfairly by removing the telematics device discount. Mr D feels that it was because of Admiral's poor customer service, and inaccurate

information, that he didn't get the opportunity to fit the telematics device in time. Admiral say that Mr D was informed of the requirement to have the telematics device fitted within 30 days, and because he didn't do this, the discount was removed.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I have seen that the Telematics Guide explained '*we cannot specify an exact time when you book*'. I think it was made reasonably clear to Mr D that an exact time could not be provided at the time of scheduling an installation appointment. Mr D agreed to this at the time of taking out his policy. The Telematics Guide also explained:

'If you fail to install your [telematics device] within 30 days, we will revert your policy to a Standard Admiral policy, in which case you will lose any discounts and policy features associated with [telematics device]. We will provide written notice of the loss of discount.'

Mr D feels strongly that this is something he would've had done had he not been told to wait until completion of his complaint being investigated. I've considered Mr D's comments carefully alongside the evidence confirming the calls he had with various Admiral representatives about his telematics device.

Having carefully considered the evidence, and what Mr D told Admiral at the time about the difficulty he was having scheduling an installation appointment, I'm not persuaded that Mr D would've agreed to installation of the telematics device sooner in the way that he has described.

I say this because Mr D told the Admiral representative on 21 October 2022 that there wasn't any way he could have the telematics device fitted because of his working hours. The crux of his complaint at the time stemmed from being unable to be present for the telematics device to be supplied and fitted. On balance given Mr D's strong feelings about the difficulties in making this happen (and the reason for his initial complaint) I'm not persuaded Mr D would've been in a position to arrange for installation of the telematics device sooner even if the communication about this had been clearer from the outset by Admiral.

Mr D also says that he was told not take any action while his complaint was being investigated. But the evidence I have seen doesn't support this. Mr D was told that a note would be made so that Mr D doesn't receive chasers about fitting the telematics device- but not to the effect that Admiral were *telling him* not to fit the telematics device. I don't think the Admiral representative misled Mr D in the way that he has described.

Mr D was made aware that although the Admiral representative would make a note of Mr D's on-going issues with the telematics device, any request could not be guaranteed. The Admiral representative explained '*I can leave a note on the policy saying the complaint is on-going regarding the telematics, I can do what I can on my end, hopefully it will be enough but I can't guarantee it will be enough... [I will] say can we please avoid chasing while complaint is on-going and hopefully that will be enough.*'

I have also seen that Admiral did conclude their investigation into Mr D's complaint on 14 December 2022. So he still had time to fit the telematics device and benefit from the telematics discount between the time that the final response letter was issued on 14 December 2022 and 9 January 2023. I can't see that Mr D made any attempt to do this.

It wasn't until Mr D received notice of the telematics discount being removed that he challenged Admiral's response to his complaint in January 2023. So even if he was of the understanding that Admiral has told him not to act until their investigation was complete, there was still time to have the telematics device fitted after a response to his complaint had been issued on 14 December 2022.

During the calls with Admiral Mr D also explained on several occasions that the resolution he was looking for was to '*cancel the box but keep the premium as it is.*' I've seen that Mr D was offered the opportunity to cancel his insurance (based on the cost of the policy without the discount) and only pay for the period he'd benefitted from cover, without cancellation charges. Although Mr D doesn't feel that this was a fair resolution to his complaint, I think Admiral's offer was reasonable.

I say this because Mr D purchased his policy, and benefitted from the telematics discount, because he agreed to the supply and fit of a telematics device. Admiral correctly informed Mr D that the discount would be removed if the telematics device wasn't set up. As Mr D didn't do this on time, the discount was removed. These actions were fair and in line with what Mr D was told would happen.

Mr D has referred to call backs that didn't happen, and general service failings. I have listened to the call of 21 October 2022 and although I accept Mr D was very keen to speak to a manager, he was told this could happen within 72 hours, but also that it wasn't guaranteed. I think the Admiral representative did enough to manage Mr D's expectations.

Mr D was promised a call back when he spoke to a representative on 26 October 2022, which didn't happen. Admiral paid £25 in recognition of the impact on Mr D because of this. I think this amount is reasonable and broadly in line with what we'd recommend in the circumstances. This amount takes into consideration the upset caused to Mr D in waiting for a call back that didn't happen, but also that Admiral had logged Mr D's complaint and a response was provided within the eight weeks a business is required to respond within.

I appreciate Mr D's disappointment with this outcome. This situation has clearly left Mr D feeling stressed, and financially out of pocket. Although I appreciate the upset caused to Mr D, I am satisfied Admiral's actions have been reasonable, and in line with his policy terms. Because of this, I won't be asking Admiral to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss D to accept or reject my decision before 28 April 2023.

Neeta Karelia
Ombudsman