

## The complaint

Mr P complains that Adrian Flux Insurance Services Group cancelled his commercial motor insurance policy. He wants the cancellation record removed. Mr P is represented in this matter by Ms V.

## What happened

Mr P's telematics policy was cancelled. Adrian Flux said this was because of three instances of poor driving behaviour. But Mr P said Adrian Flux hadn't given him a "three strike" warning and it had breached the policy terms by cancelling it before he had a chance to appeal.

Our Investigator didn't recommend that the complaint should be upheld. He thought Adrian Flux had sent Mr P by email three notices of speeding violations. Ms V said they hadn't received these. But he saw evidence that they had been sent. So he thought there was no reason to reinstate the policy or revoke the cancellation.

Ms V replied that the notifications were sent to a portal and so Mr P wouldn't have seen them. She said Mr P had agreed with Adrian Flux that it would email or text the notifications, but it didn't do this. She said one incident wasn't on a 30mph road as Adrian Flux had said. Ms V asked for an Ombudsman's review, so the complaint has come to me for 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.

Ms V has explained that the cancellation of the policy has had a significant impact on Mr P and his finances. I was sorry to hear about this.

Ms V said Mr P had told Adrian Flux that he was unable to use the app and it agreed to contact him by text or letter. But this isn't supported by the evidence I've seen. And also I've not seen evidence to show that on one occasion Mr P was within the speed limit when Adrian Flux said he was speeding.

I can see that the statement of insurance stresses important information that Mr P had to read and agree to when he took out his policy. This includes the following statement:

*"It is a condition of this insurance policy to download the ...app, and that I should check the app daily to find out the impact of the previous day's driving on my renewal premium."*

I've looked at the data Adrian Flux has provided about its notifications sent to Mr P. I can see that the app was successfully set up. The driving behaviour warnings were sent to the app and poor driving alerts were also sent to his email address.

On occasion, Adrian Flux emailed and texted Mr P that his app hadn't been checked and reminded him of the policy condition. But this isn't consistent throughout the policy's duration. There aren't any warnings at the start of the policy, meaning that Mr P was then checking the app. After a few months, warnings were sent when the black box hadn't been charged and the battery was dead.

And this leads me to conclude that Mr P was able to access the app. And so he would have had access to the warnings about his driving behaviour if he had kept the box charged and checked his app. And I'm satisfied that Adrian Flux also sent him emails to notify him of the alerts.

In Ms V's complaint to Adrian Flux she said that they hadn't received any notifications from the app or by email about three instances of speeding. But I can see that Mr P was warned that his app hadn't been checked in the weeks leading up to the cancellation. And the battery was also dead and not recharged until Mr P received the letter notifying him that the policy would be cancelled. I think it was for Mr P to keep his device charged and to check his app daily, as required by the policy. But he didn't do this.

So I think Adrian Flux took reasonable steps to notify Mr P about his driving behaviour. And then I think it cancelled the policy due to the breach of the terms and conditions. The notification letter was sent giving seven days' notice as required. So I can't say that Adrian Flux did anything wrong or needs to revoke the cancellation.

### **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 Mr P to accept or reject my decision before 12 February 2024.

Phillip Berechree  
**Ombudsman**