

The complaint

Mr W complains that Aviva Insurance Limited (Aviva) unfairly cancelled his motor insurance policy due to incorrect information recorded by its telematics box.

What happened

Mr W says his insurance cover was cancelled by Aviva for breaching the terms of his policy. He says the telematics device installed in his car recorded him speeding. But he says he received no notification of this, and no contact from Aviva prior to the cancellation. Mr W says he's familiar with the road Aviva says he was speeding on. He says this road has a 50mph limit not 30mph as Aviva suggests.

Aviva wrote to Mr W in September 2023 to say his policy will be cancelled in seven days' time. This is because he had exceeded 45mph when travelling in a 30mph zone. It explains this was at odds with the terms and conditions of his telematics policy.

Mr W didn't think he'd been travelling over the speed limit and referred the matter to our service. Our investigator didn't uphold his complaint. She says the information provided by Aviva shows Mr W had been travelling at 49mph on a stretch of road that had a 30mph speed limit. This was in breach of the terms of his policy. Our investigator was satisfied that Aviva had sent Mr W an email notifying him his policy would be cancelled in seven days' time.

Mr W didn't agree. He says the location of the speeding incident is where the road has a 50mph limit. He also provided screen shots from his phone of the telematics app that he says support his testimony. Because he wasn't satisfied with this outcome, Mr W asked for an ombudsman to consider his complaint.

It 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.

Having done so I'm not upholding Mr W's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

Mr W's policy schedule says that he's chosen Aviva's telematics cover. The terms and conditions relating to the telematics cover say:

“IMPORTANT – General Accident Telematics Cancellation

We may cancel your policy by providing at least seven days written notice to your last known postal and email address if:

...An excessive speeding condition is recorded on your Telematics device (see section titled

“Excessive speeding conditions”).

And:

“IMPORTANT – Excessive speeding conditions

Your policy will be cancelled immediately if your car is driven at speeds shown below:

Exceeding 45mph in a 30mph zone – Your Telematics device will trigger a notification to us, and we will give you seven days written notice as required by the Road Traffic Acts. Your policy will then be cancelled.”

I think this is clear that if Mr W is recorded driving over 45mph in a 30mph zone his policy will be cancelled with seven days’ notice.

I’ve read an email Aviva received from its agent responsible for monitoring the telematics device. This provides the latitude and longitude coordinates for the stretch of road where Mr W was recorded driving at 49mph. With the use of an online map, I can see that this stretch of road is marked with a 30mph speed limit.

Mr W was provided with the graphs and maps Aviva referred to when making its decision to cancel his insurance. He says that on one map it points to the speeding incident occurring further up the road. Referring to the same online map I agree that this section of the road has the higher speed limit of 50mph. However, this isn’t where the telematics device identified Mr W had been speeding. The precise coordinates where the speeding incident occurred show this was a 30mph zone. It’s not clear why the map highlights a point further up the road. But I’m satisfied from the location data provided, that Mr W was driving in excess of 45mph in a 30mph zone.

I’ve thought about Mr W’s testimony that he received no notification of a speeding incident or prior notification of the cancellation. Aviva has provided screen shots, provided by its telematics administrator, that show a number of emails were sent to Mr W for minor speeding incidents in June, July, August, and September 2023. The records show these were sent to the same email address Mr W used when contacting our service. It also shows that the majority were read.

I can see an email was sent to Mr W on 12 September 2023. This confirmed his policy was going to be cancelled in seven days. The record shows this email was opened around half an hour after it was sent.

Having considered all of this I don’t think Aviva treated Mr W unfairly when relying on its policy terms to cancel his policy, having provided seven days written notice. So, I can’t reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 10 May 2024.

Mike Waldron
Ombudsman