

## **The complaint**

Mr H complains that Admiral Insurance (Gibraltar) Limited (Admiral) doubled his premium unfairly because a telematics box wasn't installed in his car, under his motor insurance policy.

## **What happened**

Mr H says he bought his dream car and took out an insurance policy with Admiral in March 2023. The policy terms required a telematics box to be installed in his car. Mr H says he tried to arrange an appointment for the installation, but the dates offered were unsuitable. He says he received no phone call or message until September when Admiral told him it was increasing his premium.

Mr H called Admiral and asked to cancel the policy as he couldn't afford the increased premium. He says its agent told him he would still owe £2,364. Mr H says he is elderly and suffers from a heart condition, yet Admiral threatened to send bailiffs to his house.

In its final complaint response in September 2023 Admiral apologised for a failed call back from 17 September. And that the additional premium was applied for whilst its complaint investigation was ongoing. It paid Mr H £50 compensation for these failings. However, it says its installation team contacted him by text message and email on three different days at the beginning of April. It says a call was also attempted.

Admiral says its installer provided evidence to show Mr H accessed its booking portal on four different days in April 2023. Based on this it says it acted according to its policy terms when removing the telematics scheme from Mr H's policy. It maintains that the balance on his account remains payable.

Mr H didn't think Admiral had treated him fairly and so he referred the matter to our service. Our investigator upheld his complaint. He initially said the policy terms allowed cancellation in the event that the telematics box wasn't installed, but not removal of the discount. He later identified that the terms and conditions did allow for removal of the discount. Our investigator concluded that Admiral hadn't acted fairly when increasing Mr H's premium without notice. He says Admiral should've informed him his policy would be cancelled if the telematics box wasn't installed.

Admiral didn't agree with our investigator's findings and asked for an ombudsman to consider the matter.

It has been passed to me to decide.

I issued a provisional decision in February 2024 explaining that I was intending to not uphold Mr H's complaint. Here's what I said:

### *provisional findings*

*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 H's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.*

*Mr H's policy schedule under the heading "Extra Conditions (Endorsements)" says:*

*"Please read Extra Conditions (Endorsements) in Your Car Insurance Guide at [website]  
Includes cover to drive other cars on a third party basis only  
Telematics books: LittleBox Guide"*

*The policy booklet that sets out Mr H's full terms and conditions, includes the following information under the heading, "Extra Conditions".*

*"These conditions only apply if shown on your current Policy Schedule.*

*Telematics policy*

*This policy is subject to additional terms, conditions and charges relating to the type of Telematics policy you have. Please see the relevant guide, available from [website] for full details. These are:*

- *LittleBox Hard Install Guide*
- *LittleBox Plug & Drive Guide*
- *LittleBox Pod Guide*
- *your Guide to Admiral Live*

*Your Policy Schedule will show you which product you have chosen."*

*I've read the "LittleBox Hard Install Guide" relevant to Mr H's cover. This says:*

*"Installation - When must it be installed by?*

*You must get your LittleBox professionally installed within 30 days of the policy start date. If your LittleBox does not get installed, your telematics discount will be removed.*

*We, or our installers will contact you directly to confirm an appointment. If the appointment is not convenient, you may arrange to a more suitable appointment as long as it falls within the first 30 days of the cover period.*

*You must make all reasonable efforts to have the LittleBox fitted within the 30 day period and arrange a suitable location for the installation to take place. Charges for missed installation appointments are outlined in this policy guide."*

*And:*

*"If you fail to install your LittleBox 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 LittleBox. We will provide written notice of this loss of discount."*

*Admiral wrote to Mr H at the end of August 2023. It told him as his telematics box hadn't been fitted it had removed the discount from his policy. Rather than cancel the policy and leave Mr H without cover, it advised that an additional amount of £5,022.99 was payable. This was to be spread over the instalments for the remaining policy term.*

*I've thought about Mr H's comments that the appointment dates he was offered to install the telematics box weren't convenient for him. However, his policy terms are clear. He needed to arrange for the device to be installed within 30 days of the policy start date.*

*I think the terms and conditions regarding the telematics box were clearly set out. Mr H's policy schedule referred him to the Extra Conditions section of his policy terms. This in turn referred him onto the install guide that set out what would happen if he didn't arrange for the telematics box to be fitted.*

*Admiral removed the discount Mr H had obtained for having a telematics box installed in his car. Based on the evidence I've seen he was aware or should've been aware that this device had to be installed. He says the appointments offered weren't suitable. But I haven't seen evidence that shows Mr H couldn't reasonably have arranged for this to happen. If no dates were suitable he could've contacted the installer or Admiral to discuss this further. I can't see that he attempted to do so.*

*Admiral has provided information that supports the contact its installers made with Mr H. I also acknowledge what it says about the online booking portal being accessed on 5, 14, 24 and 28 April 2023.*

*Based on this evidence Mr H was provided with clear information about what he needed to do to arrange the installation of the telematics box. He was contacted several times by Admiral's installers to arrange this. I'm satisfied Mr H knew he needed to arrange the installation and didn't act reasonably to ensure this happened. His policy terms are clear that the discount will be removed if the telematics box isn't installed. In these circumstances I don't think Admiral behaved unfairly in taking the action it did to remove the discount.*

*I think it's reasonable that Admiral paid Mr H £50 compensation for the failings in its customer service. But I can't reasonably ask it to do anymore.*

I said I was intending to not uphold Mr H's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Admiral didn't respond with any further information or comments for me to consider.

Mr H responded to say that he disagreed with my findings. He says Admiral didn't leave any voicemails.

### **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 persuaded that a change to my provisional findings is warranted.

I acknowledge Mr H's further comments. But as described in my provisional decision, I'm satisfied that he was aware of the need to install a telematics box. He didn't make arrangements for this to be fitted, which was a requirement of his policy.

So, my final decision is the same as my provisional decision and for the same reasons.

**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 H to accept or reject my decision before 19 April 2024.

Mike Waldron  
**Ombudsman**