

## **The complaint**

Mr A complains that Ageas Insurance Limited (Ageas) declined his claim following a car accident as it says his telematics device wasn't connected, under his motor insurance policy.

## **What happened**

Mr A was involved in a car accident on 30 August 2023. He says he had a telematics box fitted to his car as a condition of his policy. He made a claim to Ageas. After investigating the matter, it told him it wasn't paying his claim as the telematics box had been disconnected.

Mr A says he always checks that the device is connected when he's in his car. He had a similar policy prior to this one with Ageas. So, he says he's familiar with how it operates. Mr A says when the device hasn't been working previously his insurer would contact him to let him know. He didn't think it was fair for Ageas to decline his claim, so he complained.

In its complaint response in September 2023 Ageas says there was no activity on the telematics device after 28 August. It says its policy states the application (app) must be connected so that it can record all journeys. And that any failure to activate the app will invalidate the policy. Ageas says that as the journey on the date of the accident wasn't recorded and the app wasn't active it's unable to provide cover under Mr A's policy.

A further response was sent by Mr A's broker on behalf of Ageas in November 2023. It says that on review of the telematics data the Bluetooth connection was disabled on 29 August and was not switched back on. It says this is why the journey on 30 August didn't record.

Mr A didn't think Ageas had treated him fairly and referred the matter to our service. Our investigator upheld his complaint. He says the telematics data showed far fewer journeys in August 2023 than in previous months. He says Mr A confirmed he'd driven more than was showing in August, which suggested an issue with the telematics device.

Our investigator highlights Ageas's policy terms that say it will contact Mr A if his telematics device isn't connected. He asked the business if it had contacted Mr A to tell him the device wasn't working. Ageas didn't respond. Our investigator says that on the balance of probabilities it's likely that there was a fault with the telematics device in August 2023. This prevented the device recording the journey when the accident occurred.

Our investigator says Ageas should now consider Mr A's claim in line with the remaining policy terms.

Because Ageas didn't respond the matter had 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 upholding Mr A's complaint. Let me explain.

Mr A's policy terms say:

*"To remain insured you must ensure that your smartphone is always able to pair with your telematics tag by: • Ensuring Bluetooth is enabled during every journey. • Enabling location services for the app. • Enabling notifications for the app. • Ensuring that it is not on power saving mode and is charged to more than 10% throughout every journey. • Downloading the app and pairing to the tag if you replace your mobile phone."*

And:

*"As this is a telematics product, your driving behaviour will be reviewed and assessed for the period of insurance. You agree that the smartphone, with the app installed and paired, must be taken on every journey in the car, with Bluetooth enabled, and remain charged to more than 10% throughout the journey to ensure accurate recording of every journey or you may not be covered by this insurance."*

Also:

*"Should [insurance broker] identify that your telematics tag is not installed and paired with your smartphone, [insurance broker] will contact you to request that it is."*

I think the terms are clear that Mr A must have his smartphone connected to Ageas's telematics device every time he drives his car. Otherwise, he's not covered under his policy.

I've looked at the data Ageas has provided from the telematics device. It says no faults were reported. The data covers June, July, and August 2023. In June it shows Mr A was recorded making around 40 journeys. In July he made 10 journeys. In August the data shows Mr A drove twice. Once at the start of the month and the last journey was on 25 August.

In its final complaint response Ageas says the last journey was recorded on 28 August 2023. But this isn't shown in the telematics data it provided to our service. The last journey in the records it provided is on 25 August.

Our investigator asked Ageas if it contacted Mr A to let him know it hadn't been receiving data prior to the accident. He also asked for evidence of a call Mr A says he received from Ageas when his device had disconnected on a previous occasion. In addition, he asked it to comment on Mr A's testimony that he'd made many more journeys than were showing in the telematics data.

Ageas didn't respond.

I asked our investigator to contact Ageas again for this information and to see if it could also provide more details about when the telematics device was connected. In addition, I asked for clarification about when Ageas (or its agents) would contact a customer regarding a lack of data from the telematics device. It didn't respond.

I've thought carefully about Mr A's comments that he made more journeys than the telematics device recorded. And about the call he says he received when his smartphone disconnected from the telematics box previously. I have no reason to doubt Mr A's testimony. The number of journeys recorded in August 2023 is significantly lower than previous months. This adds weight to Mr A's argument that there was an issue with the operation of the telematics device.

Ageas's policy terms say Mr A will be contacted if the telematics device is identified not to be paired with his smartphone. But despite being asked for clarification around this point, it

hasn't responded to explain what contact was made or is expected.

I asked Mr A if he could provide information to show the journeys he made in August 2023. More specifically journeys that didn't show in the data Ageas provided. I also asked if he had a record of the call he received when he drove over a pothole and the telematics device disconnected.

Mr A responded with a list of addresses he visited regularly in August 2023. He explains that he drove to meet friends, when getting food from a takeaway, and when visiting supermarkets to buy food. Mr A has provided a number of supermarket receipts showing purchases throughout August. He didn't provide information showing the call he'd received from Ageas.

Mr A hasn't supplied definitive proof of journeys in August 2023 that the telematics device didn't record. But I've taken his testimony and evidence into consideration.

On balance, I'm more persuaded than not, that there was an issue with the operation of Ageas's telematics device. I think it's likely that Mr A used his car more than twice in August 2023, which supports this point. I accept what he says about being contacted previously when the device had disconnected. Ageas hasn't disputed this. I think it's reasonable that Mr A thought the device was operating normally, as he hadn't received any further contact. His policy terms and conditions indicate that contact will be made if there was an issue.

Having considered all of this I'm not satisfied that Ageas has shown it treated Mr A fairly when declining his claim for the reason it gave. It should now reconsider his claim under the remaining terms and conditions of his policy.

### **My final decision**

My final decision is that I uphold this complaint. Ageas Insurance Limited should:

- reconsider Mr A's claim under its remaining policy terms and conditions.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 14 May 2024.

Mike Waldron  
**Ombudsman**