

The complaint

Mr W complains about Haven Insurance Company Limited (“Haven”) cancelling his car insurance policy.

What happened

Mr W took out a car insurance policy underwritten by Haven. The policy was taken out through a broker and commenced in August 2023.

The policy Mr W took out was a telematics, or “black box”, car insurance policy which meant it was a condition of the policy terms that Mr W’s car be fitted with a telematics device to record and transmit data relating to the usage of the car such as driving speeds and GPS coordinates.

In October 2023, Haven wrote to Mr W to say it had concerns Mr W was using a GPS blocking device to interfere with the telematics signal. It raised these concerns with Mr W and arranged for an engineer to inspect the telematics device. Its concerns remained, so it instructed Mr W’s broker to cancel the insurance policy with immediate effect.

Mr W disputed this and made a complaint. He says he’s never tampered with the telematics device. Mr W says the engineer who tested the telematics device had found it to be working correctly, but after this the engineer phoned Haven to report his findings and was informed by Haven the car was showing as being approximately 8 miles away from its actual present location at his home.

Haven didn’t uphold the complaint. It said its engineer’s report confirmed Mr W had used a GPS blocking device so it was entitled under the policy terms to cancel.

Our investigator recommended the complaint be upheld. He said he didn’t think Haven had provided enough evidence to show Mr W had tampered with the telematics device, so he found it unfair Haven had cancelled the policy. He recommended Haven provide a pro-rata refund of premium if it hadn’t done so already, remove the record of cancellation from any external databases and pay Mr W £250 for the distress and inconvenience caused.

Haven didn’t reply, so the complaint was referred to me. I issued a provisional decision not upholding the complaint and I said the following:

“I’ve begun by considering the terms and conditions of the policy. These allow Haven to cancel a policy if it believes the data is being tampered with, so long as it can show “unauthorised interference with the Telematics Tracking Device”.

As it is Haven who allege Mr W committed a breach of the policy terms by tampering with the telematics signal using a blocker, the onus is on Haven to show this. So I’ve considered if Haven has provided enough evidence to show on balance it had a reasonable basis to think Mr W was interfering with the telematics device by using a GPS blocker.

Haven has provided a copy of the raw data received from the telematics device covering the

period 24 August 2023 to 22 November 2023. It's also provided a report from a specialist company who analysed this telematics data. This report explains how GPS blockers work and how the usage of a GPS blocker can manifest in telematics data. The report concluded the telematics data for Mr W's car was consistent with the characteristics of a GPS blocker being used.

The telematics data provided for Mr W's car appears to exhibit in places the following characteristic the specialist report says is indicative of a GPS blocker being used:

"GPS data is missing, shown in journey extracts as zero or -1 satellites and zero GPS fix (dilution of horizontal accuracy for GPS)."

I can see from the data there were significant periods of time where Mr W's car travelled long distances without giving out any GPS data, but was still providing data. I think it's fair for Haven to believe this ruled out any intermittent issues where the box couldn't receive satellite data. Given the above, I find it reasonable Haven suspected Mr W may be using a GPS blocker. Under such circumstances, the policy terms next required Haven to arrange an inspection of the telematics device.

Haven did this and have provided a copy of its engineer's comments. These show the engineer found the telematics installation to be fine. After the inspection was carried out, Haven continued to monitor Mr W's GPS data for several days and continued to see irregularities consistent with a GPS blocker being used. As a result, it decided to cancel Mr W's policy with immediate effect. I've considered if that was fair.

Overall, I find Haven had enough to think a GPS blocker was being used and to reasonably cancel the policy due to this. As I said, the telematics data shows numerous examples both before and after the inspection where significant miles driven have been counted but there has been no GPS fix. The most credible explanation I've seen to account for this unusual data is the specialists report attributing it to a GPS blocker being used.

I don't think the telematics data by itself and accompanying specialists report alone would be enough given the policy terms also required an inspection and given the possibility a fault with the telematics device may have been responsible for the unusual data. On the basis that an inspection was carried out though, and no fault found with the telematics device, I don't think it was unreasonable Haven concluded the unusual telematics data was owing to a GPS blocker being used.

I acknowledge here Mr W's comments that he heard the engineer over the phone say the location of the vehicle was recorded as being around 8 miles away from its actual location at the time, but other than Mr W's own comments on this, I've seen no further record or evidence to support the engineer said this. But this doesn't change the concerns raised with the box not transmitting any GPS data while the car travelled a significant distance. So it doesn't change my decision."

Haven replied to my provisional decision with some additional comments about its engineer's visit. Mr W didn't provide a response to the provisional 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.

In summary, Haven said its engineer would check if the telematics device was working correctly by verifying the number of satellites it was receiving - which Haven said during its

inspection was found to be within the range needed for the device to be deemed working correctly. Haven's additional comments don't fundamentally affect my understanding that Haven found there to be no fault with the telematics device during its inspection.

As Haven's comments haven't affected my understanding of what it found during the inspection, and Mr W hasn't provided me anything more to think about, I see no reason to depart from the conclusion I reached in my provisional decision. So I've decided not to uphold the complaint for the reasons I've set out above.

My final decision

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

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

Daniel Tinkler
Ombudsman