

The complaint

Mr W complains that West Bay Insurance Plc unfairly cancelled his motor insurance policy.

West Bay is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As West Bay has accepted it is accountable for the actions of the agents, in my decision, any reference to West Bay includes the actions of the agents.

Mr W is represented in this complaint by his mother, Mrs W.

What happened

Mr W took out a telematics motor insurance policy with West Bay. About eleven months later, West Bay informed Mr W it would be cancelling his policy in seven days' time due to excessive speeding.

Mrs W raised a complaint on Mr W's behalf. She felt West Bay should have sent warning emails on previous occasions where Mr W had exceeded the speed limit.

West Bay said it had cancelled the policy in line with its terms and conditions, which state a policy will be cancelled without warning if the policyholder is found to be driving over a certain threshold. It said it would only have contacted Mr W about persistent speeding events when the number exceeded its thresholds. But all speeding events would be visible in its app.

Mr W remained unhappy and asked our service to consider the matter.

Our investigator didn't think Mr W's complaint should be upheld. He was satisfied the policy was cancelled in line with its terms and conditions.

Mr W disagreed with our investigator's outcome. Mrs W made some further comments about why she didn't feel West Bay had acted fairly. So, the complaint 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've decided not to uphold Mr W's complaint. I'll explain why.

I've considered everything Mrs W has told our service, but I'll be keeping my findings to what I believe to be the crux of the complaint. I wish to reassure Mrs W I've read and considered everything she has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

The policy's terms and conditions say:

"Poor driving behaviour, in particular consistent or extreme speeding may result in us cancelling your policy at any time."

The telematics terms and conditions for the policy say:

"Excessive Speeding:

Unfortunately, there are occasions when some drivers will speed excessively. Excessive speeding is highly dangerous and puts you, your car, and other drivers at risk. For this reason, any driver who speeds excessively will have their policy cancelled without a warning. If you are found to be driving at/over the following thresholds, then you will be issued with a 7-day cancellation notification and your policy will be cancelled without further notice."

Underneath this wording there is a table showing the threshold for different speed limits. This shows that the threshold for a speed limit of 30 mph is 50 mph.

West Bay says it cancelled Mr W's policy because his telematics device recorded him driving at 51 mph in a 30 mph zone.

Mrs W has questioned the accuracy of the telematics device's data. West Bay has provided some data from the box. The raw data isn't something that can easily be interpreted. However, it does show that the box was recording driving data. West Bay has also provided a list of dates, times and locations where Mr W was recorded driving above the speed limit. It isn't disputed that Mr W was driving along the road where he was found to have been driving at an excessive speed. And there's nothing to suggest that Mr W reported any faults with the box prior to being notified that his policy was being cancelled. So, on balance, I think it's likely that the speed recorded by the telematics box was accurate.

I understand Mrs W is unhappy that West Bay didn't send any email notifications on occasions where Mr W was driving above the speed limit.

The telematics terms and conditions have a section on "*persistent speeding*" with thresholds for each speed limit. It says:

"We want to help keep you and your vehicle safe and therefore those that continue to persistently speed will have their policy cancelled. The thresholds below allow a reasonable tolerance over the road speed limit. When the threshold is met or exceeded, we will record as a speeding event. If persistent speeding is observed, then we will send you a warning to improve your driving. If your driving does not improve then we will send you a second warning. If you still do not improve your driving, then your policy will be cancelled..."

West Bay has listed a number of occasions where Mr W was recorded driving above a persistent speeding threshold. I understand Mrs W feels he should have been sent a warning because of these events. She's also commented that West Bay hasn't made it clear when these warnings will be sent.

I appreciate Mrs W feels that if Mr W had been sent warnings for exceeding the persistent speeding thresholds, he wouldn't have gone on to exceed the excessive speeding threshold. But the terms and conditions say a warning will be sent "*if persistent speeding is observed*", which suggests there would need to be several instances of speeding before a warning is sent. West Bay says there would need to be a certain number of speeding events in a certain block. The exact criteria is commercially sensitive information, so I'm not persuaded that West Bay needed to be more specific about this in the terms and conditions.

West Bay says speeding would flag up on Mr W's journey in the app so he would have been able to review this. Mrs W says warnings don't appear in the app and Mr W would have had to track his whole journey every time if he wanted to view his driving data.

The terms and conditions refer to an app to help policyholders monitor their driving and ensure their driving scores at the highest possible level. The terms say these give an overview of each driving trip. So, I think Mr W would have had access to information about the previous occasions he'd driven over the speed limit, even if this didn't show as a warning. It was up to him to decide if he wanted to share this information with his parents.

I know my answer will be disappointing for Mr W and Mrs W. But I think it's clear in the terms and conditions that the policy could be cancelled without a warning if a policyholder is found to have speeded excessively. So, I'm satisfied that West Bay's decision to cancel the policy was fair and in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 February 2025.

Anne Muscroft
Ombudsman