

## The complaint

Ms A says Admiral Insurance (Gibraltar) Limited provided poor service when she bought a motor insurance policy from it with a discounted premium for having a telematics recording box fitted. Any references to Admiral in this decision include its telematics agent.

## What happened

The policy required Ms A to have a 'Little Box' fitted to her car within 30 days of the policy starting, or the initial discount of around £1,300 from the premium would be payable. Admiral said the appointment for the box to be fitted could be made online or by using the telephone number it gave her. Ms A says she made many attempts to get an appointment online but there were never any available. In July 2024, some four months after the policy started, Admiral advised Ms A that as the box hadn't been fitted, the policy discount had been removed and her monthly premiums would now rise. In its reply to her complaint, Admiral said she'd been sent multiple reminders to have the box fitted, but she hadn't done so.

One of our Investigators reviewed Ms A's complaint. He thought the terms and conditions for the Little Box were clear and that Admiral had the right to expect Ms A to arrange to get it installed. He noted that Admiral said she'd declined the *online booking agreement* sent to her by it and that although it had sent a booking link to her several times, she didn't make an appointment. The Investigator noted that Ms A hadn't called Admiral about the issue. When he asked her why, she said she'd used the link. Ms A said that on one occasion she got a message to say a technician would call to fit the box, but no-one arrived. In reply to a query about that from the Investigator, Admiral said no message of that kind was ever sent to her.

Ms A denied declining the booking agreement. She also told us she had never received a copy of the Little Box's terms and conditions and wasn't aware of the discount. Later, she said she would have had no reason not to book an appointment when over £1,300 was at stake. And she said Admiral only removed the discount in July 2024 because she had made a claim on her policy the previous month and it wanted to recoup its outlay. Admiral was able to show that it sent the Little Box terms and conditions to Ms A when the policy started. It said its agent had contacted her on six occasions, that it had offered her dates to fit the box and that she'd accessed the booking platform 16 times.

## 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.

Although Ms A told the Investigator she wasn't aware of the discount provided with the Little Box (and that she didn't receive its terms and conditions when she bought the policy) these issues weren't part of her complaint to Admiral. And Admiral has shown that all the policy documents (including those for the Little Box) were sent to Ms A on 25 March 2024. It says the documents were also on the portal for viewing.

When she complained to us, Ms A provided copies of several documents, one of which was the Little Box's terms and conditions. They say an appointment to fit the box must be made either on the online booking platform – or by calling Admiral on the telephone number provided. They also state that if the box isn't installed within 30 days, the discount applied to the premium when the policy started will be charged. I think that wording is clear, and if Ms A was unsure about the discount she could have asked Admiral for clarification.

Ms A denies that she declined the online booking agreement on 31 March 2024. Admiral didn't respond to the requests we made to it for evidence, so I think that issue remains open. I'm not sure how relevant it is anyway, as Ms A told us she tried many times to book an appointment online - and the data sent to us by Admiral appears to confirm that she accessed the booking platform 16 times between 27 March 2024 and 7 April 2024. Ms A says the only reason she would have done so would have been to try to make an appointment, which I think is a fair point. However, if she was consistently unable to do so I'd have expected her to call Admiral on the number it had provided. In my opinion it makes no sense that she didn't query why she was never able to book a slot.

Admiral's telematics data shows that it sent several booking links to Ms A to assist her in making an appointment, and that on two occasions appointments were offered, but she didn't accept them. It shows that on 27 March 2024, one was offered - on 11 April 2024 - by email and SMA message, and that on 31 March 2024 a further one was offered - on 3 April 2024 - by SMS message. The data also shows that Admiral sent two further reminders by SMS and a further email to Ms A. But she is adamant that she wasn't notified of any dates to fit the box and couldn't get an appointment herself.

I think it's possible Ms A didn't receive the SMS messages and emails, as she would have had no reason not to respond to them. But as I've said above, if that's the case, it's inexplicable that she didn't call Admiral to complain about the booking system and to arrange an appointment by phone. I think most reasonable consumers would have done so, especially when a discount was at stake, and the time to secure it was limited.

Ms A says she got a message at some point from Admiral to say a technician would be arriving to fit the box, but no-one turned up. Admiral says that didn't happen. Ms A can't provide evidence of the message, and it seems she didn't call to query the missed appointment, as I think most consumers would have done. So there's nothing to show that a promised visit was missed by Admiral.

Under the Little Box's terms and conditions, Admiral had the right to cancel the discount after 30 days. We asked it why it didn't do so until July 2024, but it didn't respond. I think it's very unlikely that the discount was removed due to Ms A's accident claim in June 2024, as she believes. In my opinion, it's much more likely to have been an oversight on Admiral's part not to do so earlier. In any event, I don't think Ms A lost out as a result of the delay, as it was reasonable for Admiral to remove the discount after 30 days, and the delay in doing so gave her more time to make an appointment or to query the situation with Admiral.

Ms A says she is now in a difficult financial position given her personal circumstances and the significant rise in her monthly premium payments. I sympathise with her given the situation in which she has found herself. But as I don't think she has been able to show that Admiral acted unreasonably, I can't uphold Ms A's complaint.

## My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms A to accept or reject my decision before 23 May 2025. Susan Ewins **Ombudsman**