

The complaint

Mr H complains that Ageas Insurance Limited (“Ageas”) wouldn’t pay a claim under his car insurance policy because it said he hadn’t complied with its telematics requirements.

Parts of Mr H’s claim and complaint have involved one of his family members, but for ease I’m going to refer to him throughout.

What happened

Mr H had a car insurance policy with Ageas that required the fitment and use of a telematics device (commonly known as a black box) and an app on his phone. He bought the policy via a broker.

He’s also made a complaint about the service he had from the broker, and a Subject Access Request he made to it. That complaint is underway and may reach this service in due course.

The terms of the policy said he needed to make sure that his phone’s battery was at 10% or higher, and that its Bluetooth connectivity had to be turned on and connected to the device.

In the early hours of 10 April 2024 his car was stationary when it was hit by a third-party vehicle causing damage.

Mr H contacted Ageas and made a claim. His car was recovered and stored by Ageas’ recovery agents.

Ageas looked into his claim. It found that his phone’s Bluetooth had been turned off and the battery was reporting as low around 2127 hours. The collision happened around 0230 the following morning.

Because he hadn’t complied with the policy wording, Ageas declined his claim. It’d incurred costs of £66 which were held against his policy. It also placed a temporary reserve against his policy of £800, which it later released as it wasn’t going to settle his claim for damage.

Mr H complained, but Ageas still said it wouldn’t pay his claim. As he remained unhappy, he brought his complaint to this service. He wants his claim to be settled. He also says he’s not been able to buy car insurance due to the open claim, and that he’s been forced to buy another car. He says he’s been caused significant inconvenience because of Ageas’ decision to turn down his claim. He suggests that the telematics device may have been faulty.

Our investigator looked into it and thought it wouldn’t be upheld. He thought Ageas’ terms and conditions about the use of telematics were clear.

Mr H didn’t agree with the view. Because he didn’t agree, his complaint has been passed to me to make a 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.

I can see from the file that Mr H has made a complaint against the actions of broker he used to set up his policy. He's also made a further complaint point about the disposal of his car and Ageas' actions after the collision happened, including aspects like a premium refund.

From the file, I can't see that those complaint points have been made to Ageas, or that it's issued its final response to them. What this means is that I'm not able to consider them further here. If Mr H remains unhappy about these other aspects then he's free to make a further complaint to Ageas or the broker as relevant, and those complaints may be referred to this service in due course if he remains unhappy.

I'll also mention that, in its final response, Ageas acknowledged that the claim had been closed at a cost of £66 against Mr H, but I can't see that Mr H has complained about that to this service. What this means is that in this decision I'm only able to consider whether Ageas acted fairly in its rejection of his claim.

I've said above that the policy Mr H had requires the use of a telematics device paired with an app. There's a specific part of the policy wording that deals with this:

"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*
- *Ensuring that it is not on power saving mode and is charged to more than 10% throughout every journey."*

The requirement that the device is connected to a phone is also mentioned on the Insurance Product Information Document:

"What are my obligations?

- *You must inform anyone that is going to be driving your car that it is fitted with a telematics device and it must be paired to the phone for all journeys."*

From the data supplied by Ageas, I can see that the last recorded journey ended around 2109 on the evening before the collision. Then, there's a note from the app that the phone's Bluetooth was turned off at 2117; the phone went into power saving mode at 2136 and a low battery warning at 2246.

The journey to the site of, and the moment of, the collision weren't recorded. Mr H hasn't denied he made a journey(s) after his last recorded one, between then and when the damage happened some hours later.

As I mention above, it's a condition of Mr H's insurance policy that Bluetooth is on, and his phone's battery is on more than 10%. I can see from the evidence there's mention that Mr H's car may have contained a charger, so I'm not sure why he wasn't able to comply with the policy terms.

I can also see mention that Mr H phoned his family member after the crash, which implies that his phone had sufficient battery to be used. I've thought about this, but I don't agree with

the implication. The app uses Bluetooth connectivity to connect to the telematics device, and it's likely to be this function that turns off when battery is low. Voice calls are, in my experience, among the final things to be turned off as a phone runs low on power. This may help Mr H possibly understand why he was able to make a call after the collision.

Telematics policies have the communication and assessment of driver data as a fundamental feature and these policy terms explain that insurance won't be in place if these elements aren't maintained and enabled by the driver.

I think it's fair I say that the terms and conditions of Mr H's policy aren't unfair and I think they're explained clearly.

He also suggested that the telematics device was faulty. In response to this, Ageas asked the supplier of the device, which is an expert, whether it was performing as it should. The supplier replied that it was working correctly during the dates in question.

Taking this into account, it seems to me that Mr H wasn't complying with the terms and conditions of his policy when his phone ran low on power and didn't connect to the telematics device. And because this is a very specific term of his policy, I think Ageas has acted fairly in its rejection of his claim. I will say that, if Mr H has evidence that the third party was responsible for his damage, then he may have the ability to recover costs from that third party. Sadly for Mr H, it's my understanding that the details of the third party weren't obtained at the time of the collision.

I don't think Ageas acted unfairly in its rejection of his claim, so I'm not upholding his complaint and I'm not going to ask Ageas to do any more.

My final decision

It's my final decision that I don't 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 20 June 2025.

Richard Sowden
Ombudsman