

## The complaint

Mr S has complained about Accredited Insurance (Europe) Ltd's decision to cancel his car insurance policy.

## What happened

Mr S had a car insurance policy with Accredited arranged by a company I'll refer to as T. The terms of the policy required him to have a telematics device ('a black box'), which tracked his driving. After he'd had the policy around three months Mr S received a message to say his policy was going to be cancelled as the device had picked up a dangerous driving event. The device recorded him doing 46mph in a 20mph zone.

Mr S disputed the data with T, but it insisted the data was correct. It also said there was no way the cancellation could be stopped because the black box had also picked him up doing 35mph in a 20mph zone shortly after the other speeding incident. Mr S disputed the data on this incident as well. And T conceded that it should have been discounted due to the accuracy of the GPS data being questionable. But it insisted the data for the previous incident was correct. In the end Mr S decided to cancel the policy, so he did not have a policy being cancelled by his insurer on his record.

Mr S complained to T about its decision to cancel his policy. T issued a final response letter on behalf of Accredited saying that it was satisfied that the data on the first speeding incident was correct and that cancellation was fair. T also mentioned that the refund Mr S had received on what he'd paid for the policy was correct, bearing in mind the premium due for his time on cover and the fees due under its terms and conditions.

Mr S wasn't happy and asked us to consider his complaint. One of our investigators did this. She didn't think it should be upheld. This was because she was satisfied the data T had used was accurate and that Accredited was entitled to cancel the policy.

Mr S doesn't agree with the investigator. He thinks the fault with the black box on the other speeding incident proves it was faulty. And he's said he's found other complaints about T online of inaccuracies with data from other customers at around the time his alleged speeding event took place.

## 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.

The terms of Mr S's policy with Accredited did allow it to cancel it by giving seven-days' notice in writing. And one of the things listed in the policy that could lead to this was dangerous driving. And I agree that if Mr S was doing 47mph in a 20mph zone this would constitute dangerous driving.

I can understand Mr S's reservations about the data, bearing in mind his recollection of the journey in question and the fact T have admitted the data on the other incident is likely to be

inaccurate. However, T have explained why the data on the incident that led to the cancellation is most likely to be correct and why the data on the other incident probably isn't. And I am satisfied with its explanation. And – despite Mr S's recollection of the journey – I consider it most likely that he did do 47mph in a 20mph zone. And this means T's decision, on behalf of Accredited, to cancel the policy was reasonable in the circumstances.

I appreciate other customers have questioned the accuracy of the data provided by the black boxes T uses, but this doesn't mean all the data they provide is inaccurate. And from what T has said, it has a very thorough validation process in place, to ensure any data it relies on is carefully checked and validated.

I've also noted that Accredited has only charged Mr S for the time it provided cover, which is reasonable, as it did carry a risk in this period. The additional fees Mr S has been charged were by T, so if he is unhappy about these he'd need to pursue a separate complaint about them against the company that sits behind T, as T is actually just a trading name.

## My final decision

For the reasons set out above, I've decided not to uphold Mr S's complaint about Accredited Insurance (Europe) Ltd.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 August 2025.

Robert Short **Ombudsman**