

The complaint

Mr O complains that Admiral Insurance (Gibraltar) Limited unfairly cancelled his motor insurance policy.

What happened

Mr O insured his car with Admiral. The terms of his policy required him to fit a telematics box which monitored how the car was driven. It also said that if the driving style fell into a *poor* category then Admiral could cancel the policy giving seven days' notice.

On 27 September, 4 October and 19 October 2023 Admiral sent Mr O emails saying the driving was *poor* particularly with regard to nighttime driving and "smoothness".

On 25 October 2023 Admiral sent Mr O notification by email and post that it would cancel his policy. It told him that if he contacted it within seven days, he could choose to cancel the policy himself. On 13 November 2023 Admiral wrote to Mr O to tell him it had cancelled his policy. On 27 November 2023 Mr O contacted Admiral to cancel the policy himself, only to learn that Admiral had already cancelled it. Admiral explained why that had happened.

Around a year later, in December 2024, Mr O rang Admiral to complain about the cancellation. Admiral said it would look into the matter and ring him back, but it didn't do so. After Mr O chased this up Admiral responded to his complaint. It accepted that it hadn't responded to him when it had said it would and it paid him £30 compensation for this, which it later increased to £50. But it said that it had followed the correct process when cancelling his policy.

Mr O brought his complaint to the Financial Ombudsman Service. One of our Investigators looked into it. He didn't think Admiral needed to take any further action. Mr O didn't agree with our Investigator's assessment of the complaint; so the matter's 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.

In bringing his complaint and responding to our Investigator's assessment of it Mr O's made a number of points. I've considered everything he's said and everything on file. But in this decision I don't intend to address each and every point raised. Instead I will focus on what I see as being the key issues at the heart of Mr O's complaint and the reasons for my decision.

As I've said above Mr O's policy says that if his driving style fell into the *poor* category then Admiral could cancel his policy. Admiral first told Mr O that the driving style was in the *poor* category in late September 2023, but it didn't improve. Admiral's notifications gave advice as to how Mr O could improve the score, for example by braking and accelerating smoothly and avoiding late night driving. It also included a link to its webpage which confirmed that a *poor* driving score risked policy cancellation.

Admiral has provided us with some of the data on which it based its driving scores. That shows that between 11 September 2023 and 19 October 2023 the telematics box recorded

307 braking “events”, which I understand are instances it considered to be harsh braking, and 430 acceleration events. Also the data recorded 36 nighttime journeys in the same period.

The telematics policy information was clear that smooth driving would improve a score and nighttime driving could worsen it. But, apart from the many braking and accelerating events in a period of 39 days, Mr O – or the named driver on the policy – drove the car at night on 36 occasions. It seems this would have worsened the driving score significantly.

Mr O’s questioned the accuracy of the data. He’s said that the car was stationary for around a month before he eventually scrapped it. He’s shown us evidence from a salvage agent, dated 24 November 2023, that confirmed it would collect the car to scrap. So Mr O thinks this shows he wasn’t using the car when the telematics box recorded the poor scores. But I don’t think it does and I think Mr O might be confused by the dates.

A month or so before 24 November 2023 would mean that Mr O wasn’t driving his car from about 24 October 2023. Even if that was the case, the data that Admiral captured last records an incident (of nighttime driving) on 19 October 2023. That is around five weeks before Mr O had the car scrapped.

Also the telematics data includes information about where some of the relevant events happened. And these all appear to be fairly local to Mr O’s address at the time. In addition the data shows that between 4 October and 19 October 2023 the car travelled some 709 miles. That’s also fairly compelling evidence to show the car was in use during that period. So I’m satisfied it was fair for Admiral to rely on the telematics data.

I’ll add that if Mr O had questioned the accuracy of the data at the time Admiral was alerting him that his score was poor, it’s likely it could have tested the box to ensure its accuracy. But Mr O didn’t question the scores at the time. And I don’t think Admiral would be in a position to test the box now. So I think it’s reasonable in the circumstances for Admiral to rely on the data it held at the time.

Similarly, Mr O’s said that the car had a clutch issue which might have affected the data. That’s possibly correct. But he didn’t raise this issue with Admiral at the time. So it has no way of knowing now whether or not the data was affected by the issue. Nor is it reasonable to expect it to be able to say what advice it could have given to Mr O about that now.

It follows that, given the data Admiral had at the time, Mr O’s driving score had fallen into a category that reasonably allowed Admiral to cancel his policy. So I don’t think it acted unfairly in notifying Mr O that that was what it planned to do.

Mr O’s said that he didn’t receive Admiral’s email telling him that it was planning to cancel his policy as that went into his junk folder. He’s also said he was moving house at the time and didn’t receive the cancellation notification which it had posted to him. It’s certainly very unfortunate for Mr O that he didn’t review Admiral’s notifications, but I don’t think that’s because it did anything wrong. Mr O had told Admiral his preference was for email notifications so it can’t have known that its email would go into the junk folder. Similarly, Admiral’s shown us persuasive evidence that it posted its cancellation notification to Mr O and I don’t think it’s Admiral’s fault if Mr O didn’t receive it.

Mr O’s said that if he’d received the notification he would have taken action to cancel the policy himself. He thinks Admiral should allow him to retrospectively do that now. I have some sympathy with Mr O here. I don’t doubt that if he’d realised Admiral was about to cancel his policy, and the implications of that, then he’d have taken action. But in order for me to instruct Admiral to take certain actions now I would need to see on the balance of probabilities that Admiral had treated Mr O unfairly or unreasonably. I don’t think that’s the case here.

As I’ve said above, based on the data and the policy’s terms and conditions, I think it was fair for Admiral to let Mr O know that it would cancel his policy. When it did that it gave him

the option of cancelling the policy himself. But that required him to contact Admiral within seven days. Mr O didn't do that. That wasn't Admiral's fault. And all it did was follow the process that both its policy and its emails and letters to Mr O said it would. So, while I have sympathy for the position Mr O finds himself in I don't think Admiral did anything wrong. In those circumstances I don't think it would be fair to instruct it to take any action now.

I'll add that Mr O's told us about the stressful personal circumstances he was enduring at the time of these events. He'd recently suffered a family bereavement and was also going through the added stress of moving house. I have no reason to doubt Mr O's evidence that this was a very difficult time for him. Whilst that stress might have clouded his judgment or altered his order of priorities, I don't think that means Admiral did anything wrong that would require my intervention.

Turning to Admiral's response to Mr O's complaint that it hadn't responded to some of his contact. Admiral acknowledged that it hadn't got everything right and paid him £50 compensation. Mr O doesn't think that goes far enough. But I'm satisfied that it's reasonable compensation in the circumstances. It was a relatively short period before Admiral identified that it hadn't in fact responded appropriately and it took actions to put things right soon after. So I'm satisfied that the £50 it's offered is in line with our guidance and is similar to awards we make in other cases where there has been a similar impact.

My final decision

For the reasons set out above I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 10 October 2025.

Joe Scott
Ombudsman