

The complaint

Mr H has complained that his motor insurer, Admiral Insurance (Gibraltar) Limited ('Admiral'), unfairly applied a loss of discount to his telematics policy, which led to his premium increasing abruptly.

What happened

Mr H took out a telematics ('black box') policy with Admiral in January 2025. The policy required that a black box be installed in the car so that Mr H's driving could be monitored.

Mr H said there were several issues with the box from the start and, between February and June 2025, there were several instances where he was contacted by Admiral and V, the box supplier, to arrange appointments for repairs to be carried out. He added that on occasions he had to take time off work so he could be available for those appointments.

Admiral said Mr H was contacted by it and by V in July 2025 by email, letter and text regarding more errors. Admiral said Mr H didn't get in touch so an appointment could be arranged and it therefore had no option but to apply a loss of discount to his account. It wrote to Mr H on 12 August 2025 to let him know it had removed his discount and that an additional premium of £1,363.34 was due.

Mr H said he contacted Admiral to discuss his options, but it refused to reinstate the discount. He said the only options he was given were to pay the extra premium or to cancel the policy, so he asked for the policy to be cancelled. This took place on 31 August 2025, and Admiral refunded £2,948.28 in unused premium.

Mr H wasn't happy about Admiral's actions and complained. He said that Admiral misrepresented the number of times it tried to contact him and that he'd only received one email from it while he was away on holiday. He added that he thought Admiral's actions were unreasonable, bearing in mind the box's prior faults. He said that he was left uninsured and that the cancellation would impact future premiums. Mr H also didn't feel that Admiral had treated him fairly and said it caused him stress and anxiety.

Admiral didn't uphold the complaint and said there were no errors in the service it provided. It said there was an anomaly identified on 13 July 2025 and so V sent five emails to Mr H regarding this. Admiral said it issued a letter, an email and a text requesting a maintenance check. As it received no response from Mr H it removed his discount on 12 August 2025. Mr H said he was later offered £50 in compensation, which he rejected.

Unhappy with Admiral's response Mr H brought his complaint to our service. Mr H asked for his discount to be reinstated as well as compensation to cover his increased insurance premiums, lost workdays and for the distress and inconvenience he suffered.

One of our investigators reviewed the complaint but didn't think Admiral had to take any action. Our investigator thought that it had given Mr H sufficient notice before removing his discount and that it had acted in line with the policy terms and conditions.

Mr H didn't agree and asked for an ombudsman's decision. He said there was no evidence Admiral or V had tried to get in touch with him as many times as they said they did. He said the policy was unfairly cancelled despite Admiral being aware he'd been on holiday less than four weeks earlier. He thought Admiral's decision was disproportionate and resulted in him being treated unfairly.

Our investigator didn't change her view. She said that Admiral had provided evidence to show that Mr H received and opened a number of emails where he was asked to contact V to arrange a maintenance appointment between July and August 2025. As he didn't contact either business, removing the telematics discount is something Admiral was able to do after 14 days, as per the terms and conditions. On this occasion, it waited almost 30 days which our investigator considered fair and reasonable.

The matter was then 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.

Under the black box terms if there is a defect suspected, the box supplier will contact the customer and make all reasonable attempts to repair or replace the box. If a visit from an engineer is required, the customer will be contacted by Admiral or the installer to book an appointment. The customer must ensure their vehicle is made available to the engineer within 14 days of the request to inspect the box or the telematics discount will be removed.

Admiral provided a copy of a letter dated 13 July 2025 which said the box may require maintenance and asked Mr H to liaise directly with V to arrange this as the issue was to be investigated promptly. The letter also said that if Mr H failed to liaise with V to identify the issue it would remotely deactivate the box and Mr H would lose his discount meaning an additional premium would be applied, as per the terms and conditions. The address used is the address Mr H provided to our service, and so I think the letter was addressed correctly and that, on balance, Admiral did enough to ensure it was received.

Mr H said he was on holiday when the letter was sent but he confirmed he also received an email from Admiral on the same day and provided us with a copy. The email contained the same information as the letter. Mr H responded to the email on the same day and provided his registration and asked how he could assist Admiral. Admiral asked for some further details which Mr H provided promptly and asked why Admiral had contacted him. The following day Admiral responded and asked Mr H to contact a specific number for its telematics services in order to schedule an appointment for a device maintenance check. I

can't see any further responses and Mr H has not said that he tried to contact the number provided. This exchange shows that Mr H was actively engaging with Admiral at the time and therefore ought to have known that further action was required from him.

Mr H has accepted that he didn't contact V while away on vacation. He said he assumed Admiral would liaise with V and let it know Mr H had responded to it. As I said above, Admiral provided Mr H with a number to call so I don't think there was any indication Admiral would let V know instead. And in any event, Mr H didn't provide his availability so Admiral wouldn't know when to arrange the appointment for. I think their communication made it clear that it would be for Mr H to contact V to arrange the appointment.

The key issue at this stage is whether Admiral and V made reasonable attempts to contact Mr H, and whether his lack of response meant Admiral acted fairly in removing the discount. Mr H said that Admiral misrepresented the number of times itself and V tried to contact him. Admiral provided screenshots from what appears to be V's system which show that it had contacted Mr H over June and July 2025 to inform him that maintenance may be required. The screenshots indicate that he had opened a number of those emails on or not long after the day they were sent. Mr H doesn't think this is persuasive evidence that the emails were sent or that they were opened because the emails themselves were not provided. In these circumstances where Admiral has shown that it had contacted Mr H itself and said he would be hearing from V, on balance, I think V did email Mr H separately and that Mr H received those emails. But even if I wasn't persuaded that those emails had been sent or seen by Mr H before the discount was removed, as Mr H has shown that he received the 13 July 2025 email and that he read it and responded on the same day, I think this is persuasive evidence that Admiral tried to get in touch with him and ask that he liaise with V to arrange an appointment about a month before the discount was removed. Mr H accepts that he didn't contact V to do so, at least not until after the discount was removed. So, I don't think Admiral's actions meant that it failed to treat Mr H fairly as he claims. I think its actions were in line with the terms of the policy which says that it will allow 14 days for the appointment to take place before removing the discount. And Admiral has shown that it allowed a longer time before removing the discount. On balance, I am satisfied that Admiral took reasonable steps to notify Mr H of the need to arrange a maintenance appointment, and that it was reasonable for Admiral to rely on the evidence available to it at the time.

Mr H says that Admiral had sent him a large number of emails in the past and that he'd had various maintenance appointments in the relatively short time he'd had his policy for. He added that he didn't always find Admiral's communication clear. But I think in the specific instance, Admiral was clear that an appointment might be necessary and asked Mr H to contact V to arrange one. Mr H said Admiral merely suggested he call the number provided, but I think as Mr H will have been aware, having had similar appointments in the past, contact should be made and made promptly; something also stated in the original email and in the terms of the policy. The policy terms are clear that the telematics discount can be removed if an appointment is not arranged within 14 days of the request. As Mr H did not arrange an appointment within this timeframe, Admiral was entitled under the policy to remove the discount.

I've also considered Mr H's complaint regarding the cancellation. The policy was cancelled on 31 August 2025, more than a month after Mr H returned from his vacation so I think it is

unlikely the timing will have had an impact on his ability to respond to Admiral. Mr H contacted V on 22 August 2025 to say that he had been using the car but by that point, the discount had already been removed. Mr H told us that he was given the option of paying the additional premium or cancelling the policy, so he chose the latter. Based on Mr H's own account, I can't see that Admiral cancelled the policy while Mr H was on holiday because he told us he cancelled it himself, and a letter confirms the cancellation was effective from 31 August 2025, many weeks after Mr H's return. Mr H also said the cancellation was affecting his new premiums. However, if, as he says, it was his own decision to cancel the policy, this is not the type of cancellation that usually needs to be declared on future policies and so is unlikely to affect his future premiums.

Admiral accepts that there were other issues with the box prior to the issue it wrote to Mr H about in July 2025. It said that had Mr H arranged an appointment, a replacement box will have been provided due to the number of previous attempts to repair it. I appreciate that the issues with the box will have caused Mr H some inconvenience, but I don't think that this was something within Admiral's control. It also isn't unusual for telematics boxes to occasionally require repairs. In the circumstances, I don't think Admiral needs to take further action. Mr H said that Admiral offered him £50 compensation already, but this isn't in its final response letter. Mr H should contact Admiral directly if he now wishes to accept this.

I appreciate Mr H will be disappointed with my decision, and I know he feels strongly that he has been treated unfairly. For the reasons I gave above, I think Admiral's decision to remove the discount was made fairly and in line with the terms of the policy.

My final decision

For the reasons above I have decided not to 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 19 March 2026.

Anastasia Serdari
Ombudsman