

## **The complaint**

Mr R has complained that Advantage Insurance Company Limited failed to offer a car insurance policy for a car he had previously insured with it. Mr R believes Advantage has discriminated against him and his wife for their race, her sex and their age.

## **What happened**

Mr R insured car 'A' with Advantage. He then changed the car under the policy to remove car 'A' and insure car 'B'. I understand car 'A' is an automatic gearbox car, while car B is a manual gearbox car. Mrs R's driving licence allows her to only drive automatic vehicles.

A few months later Mr R looked to obtain quotes to insure car 'A' under a multi car policy to include his wife as a named driver (which Mr R says was the same level of cover previously) with Advantage. But Advantage didn't provide a quote.

Mr R complained to Advantage. In the meantime Mr R said he was either unable to obtain a quote from a comparison website from other insurers – or the quotes offered were too expensive. Mr R couldn't understand why this was, as he said no other details had changed.

Advantage didn't uphold Mr R's complaint. It said it couldn't provide an explanation as to why it didn't offer a policy but this would have been because from the information provided, the underwriter didn't want to accept the risk.

Mr R remained unhappy and asked us to look at his complaint. Our Investigator asked Advantage to provide any underwriting criteria to show why it didn't offer a policy. Advantage explained that it no longer held data from the time Mr R looked to obtain a policy. The Investigator asked Mr R if he had any evidence to support his complaint, but Mr R didn't have any.

While the Investigator was disappointed Advantage didn't hold information for us to consider if had treated Mr R and Mrs R fairly, he also explained that Advantage wasn't obliged to retain quote information. Advantage explained that it holds quote data for a limited period of time if it doesn't result in a live policy.

So in the absence of any evidence to support Mr R's complaint, the Investigator didn't recommend it should be upheld.

Mr R didn't agree and wants an ombudsman 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.

It seems from what Mr R told us, other insurers haven't offered cover – or the price offered to provide that cover is too expensive for Mr R.

I'm sorry to read this – especially given Mr R was able to insure car 'A' before it was removed from the policy with Advantage.

As our Investigator explained, insurers change their rates and what they are prepared to insure depending on their appetite for risk. This varies widely in the market – which is why we see such different prices on comparison websites when looking for cover using identical

information. It's not our role to decide what an insurer decides to underwrite as this is a commercial decision they are entitled to make.

Mr R believes Advantage has discriminated against him – and his wife – because in the quotes he looked to obtain, he says he included his wife as a driver and named driver – but Advantage didn't provide a quote.

However, from the limited information available to me, I don't think it would be reasonable for me to conclude that race, sex or age played a part in the decision not to offer Mr and Mrs R a policy. There could be many different factors. Advantage had previously offered insurance for Car A and Mrs R was a named driver. And her sex and age wouldn't have changed. Although she may have been older, I've seen nothing to convince me that age was a factor in Advantage not offering a quote.

I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable. If Mr R wants a decision as to whether Advantage has breached the Equality Act 2010, then he would need to go to Court.

I understand Mr R will be very disappointed with my decision. But I hope that it helps Mr R to know that someone impartial and independent has looked into his concerns.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 16 January 2025.

Geraldine Newbold  
**Ombudsman**