

The complaint

Mr W complains Tradex Insurance Company PLC (“Tradex”) unfairly declined his claim for storm damage to his roof, under his home insurance policy.

Mr W is represented by a loss assessor but, for ease, I’ll refer to Mr W throughout my decision.

What happened

Mr W took out a home insurance policy in 2022 via an intermediary (P). The policy was renewed in 2023, 2024, and 2025. In 2025, following storm damage to his roof, Mr W made a claim. Tradex investigated and subsequently voided the policy from January 2025, citing a misrepresentation about the roof’s construction. It refunded part of the premium and declined the claim.

Mr W argued he had informed P in 2022 that his roof was flat and made of rubber, contrary to the policy documents which stated it was tiled. He believed this showed he took reasonable care and that the voidance was unfair. He also said Tradex should be held accountable for P’s actions and that the policy voidance should be estopped.

Tradex accepted Mr W had contacted P but said he did not follow up or correct the information in subsequent renewals. It treated the misrepresentation as careless rather than deliberate but maintained that had it known the true roof type, it would not have offered cover.

An investigator reviewed the case and concluded that Tradex’s decision to void the policy and treat the misrepresentation as careless was fair and reasonable. Mr W disagreed, maintaining he had acted responsibly and that Tradex could not disassociate itself from P’s conduct.

Mr W didn’t agree. He said he contacted P to advise them his roof was flat and it was unfair to say he was careless because he didn’t repeatedly call. Mr W also says Tradex isn’t able to disassociate from the actions of P and so the policy voidance is estopped by the actions of P. Because Mr W didn’t agree the complaint has come 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.

Having done so I’m not upholding Mr W’s complaint. I realise this isn’t the outcome he wanted and I’m sorry to disappoint him. But, I’ll explain why I have come to this decision below.

I want to assure Mr W that I have read and considered everything he has sent us. If I haven’t mentioned a particular point or piece of evidence, it isn’t because I haven’t seen it or thought

about it. It's just that I don't feel the need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

I appreciate Mr W feels very strongly that Tradex has treated him unfairly. But in reaching my conclusions I've needed to consider the relevant law which is the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA), as well as the terms and conditions of the policy, and the circumstances of the claim.

Misrepresentation

The relevant law in this case is CIDRA as detailed above. This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance policy. And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is a qualifying one. For it to be qualifying the insurer has to show it would have offered the policy on different terms or not at all, if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Mr W was provided with his renewal documents in December 2024. In the cover letter it says, *"check the information in your renewal summary section and make sure your insurance still gives you the cover and protection you need"*. It also says, *"if any of the information in your Policy Certificate or Statement of Fact, has changed or is incorrect, or if there have been any changes to your situation, you must keep us informed as soon as you're aware"*.

I have checked the Statement of Fact and under 'Roof type' it says 'tile'. Mr W's obligations under the terms of the policy are to supply, *"information that, to the best of your knowledge is correct, in response to the questions asked when applying for, amending or renewing this insurance"*.

Tradex say Mr W failed to take reasonable care not to make a misrepresentation when he failed to tell it his roof was not made of tile. Mr W says he made P aware there was a mistake in the paperwork when he first took out the policy in 2022. So, when the policy renewed in 2025 he assumed the information about the roof was correct. I've thought about this, but I don't think it's reasonable. I say that because when the policy renewed Tradex made it clear Mr W needed to check the information if anything was incorrect or had changed, Tradex explained Mr W's responsibility and what he needed to do.

Tradex wouldn't have offered Mr W a policy if it had been aware his house had a rubber, flat roof. So, I'm satisfied there was a qualifying misrepresentation at the renewal of the policy in January 2025.

I've considered the remedies open to Tradex under CIDRA. This depends on whether the qualifying misrepresentation was deliberate or reckless, or careless. Given Mr W contacted P to make it aware his roof wasn't tile back in 2022 I think it's fair the misrepresentation is treated as careless. There is nothing to suggest Mr W deliberately failed to provide the information. It seems to me he allowed the policy to renew automatically without taking reasonable care to confirm the details. So, on that basis it would be a careless misrepresentation.

That means Tradex is entitled to treat the policy as void from 21 January 2025 – in other words as if it did not exist after that date – since it would not have renewed the policy if there had not been a misrepresentation.

Estoppel

Mr W says P is an agent of Tradex and so affirmed the policy by collecting the premiums in February and March 2025. But I don't agree. Tradex is on a panel of insurers P works with. So, for each year that Mr W held a policy through P, it's possible that a different underwriter was involved.

Mr W's position is that in affirming the contract Tradex is estopped from subsequently voiding the policy due to a misrepresentation. Having carefully considered this point, I don't agree. The nature of a claim is that things can change as the claim progresses, which is what happened here. When Tradex attended the property it became apparent the roof was flat and not tiled as per the policy documents, it was entitled to take steps in accordance with CIDRA and void the policy. And this is what it did.

Having considered all the evidence, while I acknowledge Mr W did raise the issue of the roof composition with P, the onus remained on him to ensure the policy details were accurate at each renewal.

I accept this leaves Mr W in a very difficult position. But, having considered everything, I don't think Tradex has acted unfairly or unreasonably. I'm satisfied Mr W made a careless misrepresentation, that the misrepresentation was a qualifying one, and the steps taken by Tradex were reasonable and within the action it is able to take under CIDRA. So, it follows that I'm unable to uphold Mr W's complaint.

My final decision

For the reasons explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 1 October 2025.

Kiran Clair
Ombudsman