

The complaint

Mr B complains about Advantage Insurance Company Limited's handling of his contents insurance claim.

All references to Advantage also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mr B took out a policy with Advantage which started in February 2025.
- In May 2025 Mr B made a claim for damage to his mobile phone.
- While investigating the claim, Advantage said it discovered Mr B's partner, living at the same address, had a previously voided policy and two undisclosed claims.
- It said when taking out the policy, Mr B had answered that two adults were living at the address. Additionally, when asked if anyone at the property having insurance cancelled or with special terms imposed, he answered no.
- Because of this, Advantage said Mr B had made a misrepresentation when taking out the policy and said if it had been aware of his partner's voided policy it wouldn't have provided cover.
- It has voided the policy and treated it as if it didn't exist, refunding him the annual premium he'd paid.
- Mr B didn't agree with this and raised a complaint with Advantage.
- In its final response letter of June 2025, it maintained its decision, so Mr B brought his claim to our service.
- Mr B says his partner was not living with him at the time the policy taken out and moved in a couple of months later. He feels Advantage have treated him unfairly, he explained he has literacy issues and has detailed the impact its decision will have on him personally.

Our investigator's view

Our investigator didn't recommend the complaint be upheld.

She said from the information she'd seen; Mr B had declared two adults were living at the property when he took out the policy. She said she was satisfied a qualifying misrepresentation had been made and that she was satisfied from seeing Advantage's underwriting criteria that it wouldn't have offered cover if it had been aware of Mr B's partner's insurance history.

So she felt Advantage's decision to treat the misrepresentation as a qualifying one was fair, as it demonstrated the policy wouldn't have been provided.

Mr B didn't agree with our investigator's view.

He said he was unable to check the documents when taking out the policy as he is unable to read or write. He said the form was filled in by another person – who answered that only one person was living at the property. He said his partner was not living with him when he took the policy out and their insurance history was therefore of no consequence.

In response to this, our investigator said there was no evidence Advantage were ever made aware of this.

She said if someone represented Mr B when taking the policy out she would have expected Advantage to have been told this and could have corresponded with Mr B's representative on his behalf.

She also set out that whoever filled in the application was still responsible for providing correct information at the time on his behalf. So, her view remained unchanged.

Mr B remained unsatisfied. He reiterated his partner did not live with him at the time and therefore their insurance history was not relevant.

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 do not uphold the complaint. I'll explain why.

Advantage said Mr B made a qualifying misrepresentation. I've looked at the relevant law, which in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA).

This law says a consumer needs to take reasonable care not to make a misrepresentation when taking out an insurance policy. And if they do make a misrepresentation and an insurer would have taken different action, had it been aware of the correct information, then the insurer would be entitled to take that action now.

To be able to decide if Advantage has acted reasonably in avoiding the policy, I need to consider the questions asked to see if I think Mr B made a qualifying misrepresentation.

When taking out the policy I can see Mr B confirmed two adults were living at the property, I can then see he was asked the following:

"Before you start, so we're able to give you a quote, please confirm the below statements are correct:

You and anyone living at the property have never:

- Been declared bankrupt*
- Had any county court judgements (CCJ's)*
- Had an individual voluntary agreement (IVA)*
- Been refused insurance or had special terms imposed*
- Had any unspent criminal convictions, or pending prosecutions"*

I can see from here a box was ticked confirming "Yes, that's correct".

I think this question is clear and not ambiguous.

Mr B later said it was only him living at the property when he took the policy. However, I can see when he made the claim, Advantage asked about his partner's claims history and why this hadn't been declared. In response, he said he wasn't aware of the issues or the need to declare this when he purchased the policy.

I also note Mr B received documentation following the policy purchase which also held the information that two adults lived at the property. I can't see Mr B ever contacted Advantage to correct this at the time.

So overall I find Mr B's initial response to Advantage more persuasive. Having done so I don't think the question was answered correctly or that reasonable care was taken to do so.

An insurer can take action if it can show that the misrepresentation was qualifying. This means that the insurer would need to show that they wouldn't have offered a policy or would have done so on different terms had the correct answer been given. Advantage sent our service their underwriting criteria regarding this.

I can't share this information as its commercially sensitive, but I'm satisfied it shows that had it known of Mr B's partner's insurance history, it wouldn't have offered cover.

So, I think Advantage's decision to treat the misrepresentation as a qualifying one is fair. Advantage have treated this as 'careless' and have refunded Mr B his premiums, which is what I would expect it to do in the circumstances.

I've considered what Mr B has said about his literacy issues, but he has also said someone else filled in the application on his behalf. Meaning I don't think he was directly disadvantaged and there was still a requirement to provide accurate information.

Mr B also had the opportunity to correct this information if it wasn't right as I've already set out.

My final decision

My final decision is that I do not uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 3 February 2026.

Michael Baronti
Ombudsman