

## The complaint

Mr K complains Advantage Insurance Company Limited (Advantage) unfairly cancelled his car insurance policy.

## What happened

Mr K took out a telematics motor insurance policy with Advantage which started on 19 June 2025. The terms of the policy required Mr K to install a telematics device.

On 23 June 2025 Advantage says it sent Mr K a letter, text and email, outlining his 'driving score' was close to the minimum acceptable level and it needed to improve. The letter also outlined he needed to keep the score above 30, and if it fell below this, the insurance policy would be cancelled.

Shortly after, on 30 June 2025, Advantage says it let Mr K know his policy would be cancelled after 20 days as his score had dropped below 30. The letter confirmed Mr K wouldn't be charged any cancellation fees, would only pay for time on cover, and could cancel the policy himself, so he wouldn't need to declare this to any new insurers.

Mr K says he decided to cancel his policy before Advantage cancelled it, but as a result of the cancellation, he was charged £20 arrangement set up fee and £20 telematics fee. Unhappy Mr K complained to Advantage.

Advantage agreed to refund £20 telematics fee but confirmed the arrangement set up fee would still stand for the work carried out in setting up the policy. Mr K remained unhappy and referred the complaint to our Service. He said Advantage didn't give him an opportunity to improve his driving score and his new insurer is charging a higher premium from what it had quoted before he took out Advantage's policy.

Our Investigator didn't uphold the complaint. He said Advantage had acted in line with the policy terms when providing the cancellation notice. Mr K disagreed and asked for an Ombudsman to review the complaint.

## 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 this complaint, so I'll explain why.

I've looked at the policy terms and conditions, and it says that if Mr K's overall score drops below 30 Advantage will send him a warning and may cancel the policy. I've considered if Advantage has acted fairly.

Advantage has provided evidence it wrote to Mr K on 23 June 2025 using text, email and letter, advising him his driving score was close to the limit in the policy and reminded him he needed to keep his score above 30. It advised Mr K he could check the app to see how he

was getting on. Mr K says he didn't receive the warning email as it went into his spam box. I don't think that is Advantage's fault as it is good industry practice for a business to use more than one form of communication and I can see that Advantage also sent a text and letter. So by using all three methods of communication, it took reasonable steps to advise him of its concerns.

Mr K says he didn't have enough time to improve his driving scores. However, Advantage's letter and text told him he had access to his driving score through the app. And so he was able to monitor his score and see how his driving was negatively affecting his score and alter his driving accordingly. So I think Advantage gave Mr K reasonable opportunity to change and he didn't because his scores remained very low even after the warning.

Advantage has provided the data it collected about Mr K's driving, and that shows on 27 June 2025, there were two occasions at 6:37am and 8:33am where there was recorded phone use, hard acceleration, hard breaking resulting the score being below 30 and on 28 June 2025, Advantage has provided evidence that the score was recorded as 18.42. At these points Mr K had been aware for several days that he needed to pay attention to his driving and the score it was producing. I'm satisfied Advantage gave Mr K time to improve.

On 30 June 2025, Advantage sent its letter confirming it had given Mr K a better price when he bought his policy in return for keeping his score above 30. As the score had fallen below it confirmed it would cancel his policy.

I understand Mr K said his brother had used his car at times, and is covered to do so, under his own insurance policy, and this may have impacted on the scores. However, Mr K had a responsibility to ensure that his brother was aware of the situation and drove appropriately. By Mr K allowing his brother to drive his car given he had received a warning letter was a risk Mr K was entitled to take, but I'm satisfied he would've been aware of the consequences if his brother's style was not in line with the requirements of the policy.

Following the warning letter advising the need to improve there were three occasions immediately after, that were below the requirement. As the driving scores were below the requirement, I don't find it unreasonable for Advantage to issue a cancellation notice. As the policy terms and warning letter outlined, where a score falls below 30, Advantage will cancel the policy. So I don't find Advantage have acted unfairly in issuing its letter of cancellation.

I appreciate that Mr K has said that his premium has since increased from the quotation he had originally received. However, this Service is considering this is a separate complaint, So, I've not commented any further on this.

I've also considered Mr K's comments regarding a refund of the arrangement set up fee he has requested. I'm satisfied that the policy terms clearly set out the charges and that the arrangement fee is non-refundable. So I think it's fair and reasonable for Advantage to apply it.

Overall, I'm satisfied Advantage has acted fairly and reasonably. I'm therefore not going to tell it to do anything else.

## **My final decision**

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 K to accept or reject my decision before 29 December 2025.

Lorraine Ball  
**Ombudsman**