

The complaint

Mr M complains Advantage Insurance Company Limited has refused to meet a claim he made on a van insurance policy. It has instead cancelled the policy and has refunded the premiums.

What happened

The details of the complaint are well known to both parties, so I won't repeat them again in full here. Instead, I'll focus on providing my reasons for my decision.

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 agree with the conclusion reached by the Investigator that the case should not be upheld. I do so for the following reasons:

- The relevant law I need to consider here is The Consumer Insurance (Disclosure Representations) Act 2012 (CIDRA). This sets out that where a consumer provides incorrect information when applying for a policy, and an Insurer can show it would have done something differently had it known the correct information, the Insurer can take that action as a remedy.
- Mr M's van was modified from its original manufacturer's specification. When taking out the policy Mr M was asked if his van was modified, and, he was given a selection of items to pick from. Mr M declared that the van had a roof rack and had replacement seats. However, it had further modifications and was described on its advert as having been "*..professionally converted, full receipt of conversion..*". I'm satisfied therefore Mr M was aware that his van had been modified and as such he should have provided Advantage with full details about it.
- Advantage has shown that had it known the extent of the modifications to Mr M's van, it would not have offered a policy to him. So, I'm satisfied here that a qualifying misrepresentation had taken place, and it was entitled to avoid his policy.
- Mr M has said he didn't realise he needed to declare other modifications such as a leisure battery, and modifications to the interior upholstery including additional storage. And so, this did not change when the policy renewed, he provided no more information to Advantage about the van.
- Advantage has treated the misrepresentation as careless, which I think is reasonable as it means it refunds the premiums to Mr M that he has paid for cover, from the start of the insurance with it. Had it of thought the misrepresentation was deliberate or reckless then it would have been entitled to keep them.
- There has been a disagreement between the parties whether the modifications to the

vehicle amount to it being able to be classed as a 'campervan'. Mr M has said it isn't as the van doesn't have a toilet or kitchen facilities and isn't classed as such. However, I'm not considering the Driver and Vehicle Licensing Association's requirements here. What I'm considering is if Advantage has acted fairly in saying the level of modifications to Mr M's van falls outside of the level of risk it is happy to accept. And, having considered all of the information available to me, I'm satisfied it has.

For the reasons above I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr M's complaint against Advantage Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 28 April 2026.

Alison Gore
Ombudsman