

The complaint

Miss M complains that Advantage Insurance Company Limited unfairly cancelled her motor insurance policy.

Miss M's mum, Mrs M, has helped Miss M to bring her complaint. But, for simplicity, I will refer to Mrs M's comments as being Miss M's.

Miss M's policy is branded in the name of the insurance intermediary which administers it. But, as Advantage underwrites the policy, it is responsible for decisions concerning cancellation, as well as for any related complaints. So I will only refer to it within this decision.

What happened

Provisional decision

On 6 February 2026 I issued a provisional decision. For ease of reference I've copied the relevant extracts below. I said:

“What happened

Miss M took out a telematics policy. This required her to pair the telematics device (the black box) to her phone. The intention was for her phone to update her driving data and produce a driving score in an app. Miss M successfully paired her phone with the black box on 2 February 2025.

In July 2025 the DVLA sent Miss M a letter. That said she either needed to insure her car or declare a Statutory Off-Road Notification (SORN). Miss M thought her car was insured and contacted Advantage. It told her it had cancelled her policy in April 2025.

Miss M complained. She said Advantage hadn't told her it intended to or had cancelled her policy. Advantage didn't uphold Miss M's complaint. She brought it to the Financial Ombudsman Service. One of our Investigators looked into it. The Investigator didn't think Advantage needed to take any further action. Miss M didn't agree with our Investigator's complaint assessment. So, as the matter remains unresolved, it's been passed to me to determine.

What I've provisionally 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.

In bringing this complaint and responding to our Investigator's assessment of it Miss M has made a number of points. But, while I've considered everything on file, in this decision I don't intend to comment on each and every issue raised. Instead I will focus on what I see as being the key matters at the heart of Miss M's complaint and the reasons for my decision.

Also, before setting out my provisional findings I'll briefly comment that in correspondence with us Miss M has referred to other Ombudsman's decisions – in situations similar to her own – where my colleagues have upheld complaints against Advantage. However, while I have considered those decisions for context purposes, I'm required to look at each individual case before me on its own facts and merits. This means I am not 'bound' by any previous decisions issued by our Ombudsmen, as those decisions don't set a precedent. And a small

change in fact can result in an entirely different decision. The facts in the decisions Miss M has cited are not identical to her own. So I don't intend to refer to the other Ombudsmen's decisions when describing my provisional findings.

The reason for the cancellation

Advantage told us that, while Miss M's black box had successfully paired with her phone it only actually captured data on one occasion, 2 February 2025. She didn't upload any data after that.

Advantage said that Miss M's policy requires that data is uploaded, at least, every 28 days. But, by 5 March 2025, 30 days later, she hadn't uploaded any more data. So, it's record show it sent her a letter advising that she hadn't provided any data and suggesting things she could do to remedy that. It said that if she wasn't using her car to let Advantage know. Advantage has shown us evidence that it sent the letter by email and uploaded it to her app. It says it also sent her a text (SMS).

Advantage said it issued Miss M a follow-up letter on 19 March 2025. That said if she didn't address the issue, or contact it, it would cancel her policy. Again it said it provided this communication by email, on the app and text. As Miss M didn't contact it says it sent her notification on 2 April 2025 that it had cancelled her policy.

Miss M's policy says it may cancel a policy where:

"You share an insufficient amount of Driving Data with us during your Policy, we do not receive any Driving Data for more than 28 days, or a significant proportion of your Driving Data is captured without you using the App"

So, as Miss M hadn't uploaded data for over 28 days, the policy allowed Advantage to cancel it. But I would only think it would be fair for it to do so where it had given Miss M enough warning that's what it intended to do. That's because, while the term is reasonably clear, it's not highlighted in the policy summary or brought prominently to Miss M's attention elsewhere in the policy documents. So it would be easy for Miss M to miss and she said she was unaware of it.

Miss M said she was unaware of the 28 day data requirement. I accept her evidence here. I say that because she's shown us proof that she was abroad on a trip for the entire month of March 2025. And if she'd been aware of the above requirement, I think she'd have taken some steps to let Advantage know that she would be away for 31 days and wouldn't be uploading any data. But because the term isn't highlighted prominently she was unaware of it and didn't notify Advantage.

So I've gone on to consider whether Advantage gave Miss M reasonable warning that her policy could be cancelled.

Advantage's cancellation warnings

Advantage said it gave Miss M ample warning of the potential policy cancellation in its letters of 5 and 19 March 2025. It says it sent those letters by email, text and an upload to the app. Miss M was away for the month of March 2025. But, in any event, she says she didn't receive a notification, by any method, from Advantage in March or April 2025. So she said she knew nothing about the cancellation until the DVLA wrote to her in July 2025.

Advantage has given us evidence which would appear to show that it's system sent Miss M letters by email, via her app and text at a specific time on both 5 & 19 March 2025. In contrast Miss M has provided evidence from her mobile phone airtime provider that no text messages were received by her phone, from Advantage or anyone else, on 5 or 19 March 2025. The records also show Miss M sent outgoing texts on 8 & 23 March 2025.

Having considered this carefully I accept the evidence from Miss M's airtime provider that Miss M's phone did not receive text messages from Advantage in March 2025. And she did send messages herself within three and four days respectively of the dates Advantage said it

had sent the texts to her. So even if her phone had been switched off she should have received any messages which had been sent to her in the interim once she switched her phone back on – to send her own messages.

I put this to Advantage. It couldn't give an answer for why Miss M hadn't received the texts. Save to say that her airtime provider's evidence showed her phone had limited activity in the period, consistent with her being abroad.

Having thought about this very carefully I'm satisfied that Advantage did not successfully send Miss M the text messages on 5 & 19 March 2025, regardless of what its system suggests.

This then calls into question the reliability of Advantage's other evidence. If Advantage didn't successfully send the text messages even though its system suggests that it did, then it's also possible that an issue with its system caused any emails to not be sent.

Again I put this to Advantage. It's response was to – again – refer to its system entries that (it says) show the emails had been sent.

However, in Miss M's specific circumstances, I don't find Advantage's system entries on this occasion to be reliable. That's especially so as, after Advantage told Miss M about the cancellation, she said she searched her inbox and junk mail but found no record of its emails. Given that I'm satisfied the SMS messages failed to send, and having considered Miss M's evidence, I'm persuaded that it's more likely than not that emails were not sent to her by Advantage either.

I'm aware that Advantage did send notifications to Miss M via its app. But Miss M's explained that she didn't check this. And I wouldn't consider the app to be a reliable method of communication. That's because it requires the user to specifically check the app for information. And in a situation like this, where Miss M had been away and not using her car, she had no reason to access the app.

Further, I've noted that in the information Advantage provided to Miss M about setting up the black box and the app says that, after doing so, Miss M "won't need to log in again as your trips will record automatically." And that would indicate that she had no reason to access the app unless she wanted to. I've seen no other convincing evidence that Advantage put any obligation on Miss M to check her app within a certain time-frame. I also note that Advantage has not argued that Miss M did see this in-app notification before it cancelled her policy.

I haven't examined whether Miss M sent messages by other methods, such as online apps operating on Wi-Fi, which would also indicate she had her phone switched on in the period. So, as I've said above, I don't find the in-app notifications a reliable method of communication.

It follows that I'm satisfied that it's most likely that Advantage didn't provide proper and clear cancellation warnings to Miss M. As such, in my view, it cancelled her policy unfairly. So I've thought about what it needs to do now.

Putting things right

Advantage has told Miss M that it hasn't recorded the cancellation on external databases. Nevertheless she would have been required to let other insurers know that she's had the policy cancelled. And she told us that as a result she couldn't afford to reinsure her car. So I've thought about what Advantage needs to do to address this. Not only has Miss M sold her car but, by now, the policy would have expired anyway, so there's no need for Advantage to reinstate it. In these circumstances I think it's reasonable for Advantage to record the cancellation as one led by Miss M herself. In that manner she will not have to declare the cancellation when taking out other policies. Advantage should also send Miss M a letter to confirm this was a policyholder led cancellation, so she can show it to other insurers should she need to.

Miss M's told us that she sold her car because she couldn't afford to reinsure it and she also put her driving lessons on hold. While those were her own decisions, I accept that Advantage's unfair cancellation of her policy has been a source of considerable distress, inconvenience and disruption that has had an impact on her over many months. To address this I think Advantage should pay her compensation of £500.

Additionally, if Miss M had to pay any fees or charges related to the policy cancellation, then Advantage should reimburse those fees to her. It should add simple interest to the amount(s) refunded at a rate of 8% a year from the date she had to paid those fees to the date it refunds her."

Developments

Miss M accepted my provisional decision, Advantage didn't. It said that it couldn't replicate the issue that prevented the delivery of the text messages to Miss M. It said her airtime provider might be able to provide a full communication log to her which could explain what had happened to the messages.

Advantage also provided further evidence that its emails were sent and delivered, but not read, to Miss M's email address.

Advantage added that the policy is clear that Miss M needed to share data with it every 28 days. It added that the policy's online sales journey also said she would need to share data with it.

Advantage believed it had taken reasonable and proportionate steps to notify Miss M of the cancellation before it was put in place.

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.

I'm grateful to Advantage for the additional evidence it's provided. However, in the specific circumstances of this case I'm not persuaded that it successfully notified Miss M that she ran the risk of it cancelling her policy. I say that as Advantage has shown us evidence that Miss M had read other emails it sent to her. But it couldn't provide that evidence for the emails critical to this complaint. That raises the distinct possibility that Miss M didn't read them because Advantage didn't successfully send them. And Miss M has been clear that, having trawled her incoming emails including her junk emails she had not received those.

Further, Miss M has provided independent third party evidence from her airtime provider that she didn't receive Advantage's texts warning of the potential cancellation. I've seen nothing to indicate that the airtime provider advised Miss M that it could further investigate the matter in the way Advantage has suggested. So I don't think it would be reasonable or proportionate to instruct Miss M to make those enquiries with her airtime provider now. The evidence she's provided is compelling that she didn't receive Advantage's messages even though Advantage's system provides evidence of having sent them.

I accept that Advantage believed it had given Miss M ample warning of the potential cancellation. But for the reasons given in my provisional decision, in this specific case, I don't find its evidence reliable. It follows that I remain satisfied that it's more likely than not it didn't successfully send the cancellation warnings, by text or email, to Miss M.

Advantage has added that it provided Miss M with the policy's full terms and conditions which sets out the 28 day requirement to share data with it. I agree that's the case. I also accept that it's not possible for Advantage to highlight all of the policy's features. However, the policy document is over 60 pages long. The specific term appears only once – on page 47. So, as I said in my provisional decision, it would be very easy to overlook. For that reason it would only be fair for Advantage to rely on it where it had clearly brought it to the

consumer's attention before invoking it. And as I've already said, I'm satisfied it didn't do that here.

I also accept that the policy's sales journey made it clear that Miss M would have to share data with Advantage. But that's not disputed. As far as I can tell Miss M was happy to share data with Advantage when she was using her car. However, she can't share data with it when she's in a different country and so not using the car. And, because the 28 day requirement wasn't prominently highlighted, she was unaware that she was in breach of it. So I don't think that she could have realistically anticipated that she would need to contact Advantage or that Advantage might try to contact her.

It follows that I'm satisfied that Advantage did not do enough to let Miss M know that it would cancel her policy. So I'm also satisfied that it's cancellation was unfair.

Putting things right

I require Advantage to:

- Record that Miss M led the policy cancellation. It should send her a letter to confirm it was a policyholder led cancellation, so she can show it to other insurers should she need to.
- Pay Miss M compensation of £500 for her distress and inconvenience.
- If Miss M had to pay any fees or charges related to the policy cancellation, then Advantage should reimburse those fees to her. It should add simple interest to the amount(s) refunded at a rate of 8%¹ a year from the date she had to pay those fees to the date it refunds her.

My final decision

For the reasons given above I uphold this complaint. I require Advantage Insurance Company Limited to take the steps set out under the heading 'putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 23 March 2026.

Joe Scott
Ombudsman

¹ If Advantage considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Miss M how much it's taken off. It should also give her a certificate showing this if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.