

The complaint

Mr R has complained that Advantage Insurance Company Limited unfairly cancelled his car insurance policy.

What happened

Mr R bought a car insurance policy with the insurer Advantage. Advantage asked Mr R for validation documents, which Mr R provided some of. However, he sent the remaining documents to a 'do not reply' email address. So Advantage didn't receive what it needed to prevent the policy from being cancelled.

Mr R says he was driving unknowingly uninsured for five days as he didn't receive confirmation the policy had been cancelled by email. He received a letter from Advantage confirming the same almost a week later.

Advantage provided proof it sent Mr R a cancellation confirmation email. One of our Investigators was satisfied Advantage had fairly cancelled Mr R's policy.

Mr R doesn't accept that the evidence provided by Advantage shows it emailed him when it said it did. So Mr R wants an ombudsman 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.

It isn't unreasonable for an insurer to ask for documents from a customer to validate the information provided when buying a policy. I can see from Mr R's first response to Advantage, he provided some of the information Advantage asked for. So Advantage let Mr R know that it needed the remaining information, and extended the time for him to provide it.

On 14 June 2024 Advantage explained to Mr R that it urgently needed the remaining information it asked for. As it did in its earlier communication, Advantage provided the email address for Mr R to send the information to within seven days. Advantage explained that it would amend or cancel the policy by 21 June 2024 if it didn't receive what it needed for the policy to continue.

As Advantage didn't receive the outstanding information, on 22 June 2024 it wrote and emailed Mr R to confirm it had cancelled his policy.

Mr R says he received the cancellation confirmation letter by post five days later, but says he didn't receive the email.

Advantage has provided a copy of its system notes which shows the date and time of sending the letter by email to Mr R, being just after 00:00 on 22 June 2024. Although Mr R doesn't accept this evidence, which we've sent him a copy of, I'm satisfied that this shows Advantage emailed Mr R on 22 June 2024 confirming the cancellation of his policy.

From the information provided, I'm satisfied that Advantage communicated clearly to Mr R about what it needed and gave sufficient notice of cancellation if it didn't receive the required documents.

From the copy provided by Mr R of an email he sent to Advantage, he sent the remaining outstanding information to a 'no reply' email address, rather than the email address Advantage specified in its communication – and which Mr R had earlier used to send the first document information.

So I can't say that Advantage has acted unreasonably. I think its communication was clear and it correctly followed its cancellation process in line with the policy.

So this means I'm not asking Advantage to do any more.

My final decision

I'm sorry to disappoint Mr R. But for the reasons I've given above, 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 R to accept or reject my decision before 1 April 2025.

Geraldine Newbold
Ombudsman