

## **The complaint**

Mr K complains about Ageas Insurance Limited (“Ageas”) for its decision to avoid his policy back to inception and to decline his claim. He wants Ageas to reinstate his policy, accept his claim and remove the avoided policy from his records.

## **What happened**

Mr K obtained a quote for home insurance through a comparison site in October 2022. From that site, he selected Ageas’ quote and was directed to their website to complete his application for insurance.

Ageas’ site set out a number of assumptions and asked Mr K to confirm these applied.

One of these assumptions was that neither Mr K, nor anyone living with him, has ever been declared bankrupt or had any unsatisfied county court judgments.

Mr K confirmed that the assumptions were correct, and his policy purchase completed.

Ageas sent a welcome letter to Mr K’s online account and to his email. This included a summary of the cover and policy information and asked that he check the information thoroughly and let Ageas know of any changes. Mr K did not report any changes to the information.

In August 2023, Mr K had cause to claim on his home insurance. He contacted Ageas and logged a claim.

While Ageas was carrying out checks as part of the claim, it discovered that a county court judgment had been registered against Mr K’s home in April 2022 with an outstanding sum of around £3600.

Ageas considered that, if it had known that there was a judgment against Mr K’s home, it would not have offered the policy to him. It therefore wrote to him confirming its decision to avoid the policy back to inception and to refund his premiums to him. This meant that the claim was declined as cover was not in place for the relevant time.

Mr K complained to Ageas. He explained that he had not known about the court judgment and so had not made a misrepresentation.

Ageas sent its final response to Mr K in September 2023, maintaining its decision to avoid the policy.

Mr K has since encountered difficulties getting other cover as he has had to make additional declarations due to having had an insurance policy cancelled. He has incurred additional costs of cover where he has been able to get cover.

Mr K contacted us.

Our investigator looked into this matter and set out their view to the parties. They explained

the legislation which applies to decisions to avoid cover, and how Ageas had applied this. Our investigator considered that Ageas had applied the legislation reasonably and that its decision to avoid the policy was reasonable.

Mr K did not accept that view and asked for an ombudsman decision. Mr K has provided evidence that he is challenging the judgment and that he is asking for it to be set aside. This application has not yet been decided so the judgment remains 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 appreciate why Mr K feels so strongly about this matter. He believes that the judgment was likely obtained out of fraud, and he had confirmed he had no knowledge of the judgment at the time he applied for cover. The judgment has caused him significant impact and there have been many knock-on effects to him, not least from the difficulties he faces getting insurance. I have no doubt that this matter has been hugely disruptive to Mr K and I do not dispute his account.

I do, however, agree with my colleague and I do not uphold this complaint.

This is because there is evidence that the judgment existed at the time of the policy inception, and that the information provided to Ageas at the time of policy purchase was materially wrong. If the correct information had been provided to Ageas, then Ageas would not have offered that cover.

This is not to say that I think that the underlying judgment is justified or that Mr K has acted wrongly, as I accept his account that he did not receive information before the judgment was made, and he did not know about the court process.

Ageas also appears to have accepted his account, as it refunded his premiums as required when the misrepresentation is not deliberate.

I also appreciate that Mr K is challenging the judgment and that the judgment may be rescinded at some point in the future. I understand why he considers that this is relevant to this complaint, but in my view it is not. I am looking at whether Ageas treated Mr K fairly and reasonably at the time of these events. This requires assessing the information and circumstances that existed at the time, and not looking back after any change that may now occur.

Ageas has demonstrated that it asked the question, clearly, about whether Mr K or anyone who lived with him had outstanding county court judgments at the time of offering cover. It has also demonstrated that this information was material to its decision to offer cover.

Mr K did provide inaccurate information to Ageas, which meant that cover was offered when it would not have been if the accurate information was known.

When Ageas became aware of the information, it applied the legislation fairly and has acted in line with that legislation.

I understand that this will be disappointing to Mr K but, as I cannot say that Ageas has acted wrongly to date, I do not uphold Mr K's complaint.

Ageas has indicated that, if Mr K succeeds in having the judgment set aside, it will reassess

his cover and claim, based on the circumstances at that time. I am pleased that Ageas recognises the need to do this, and Mr K will of course be entitled to complain if he is not satisfied with the approach Ageas takes in respect of any change.

I wish Mr K every success in resolving this issue

### **My final decision**

For the reasons given by our investigator, and as set out above, I do not uphold Mr K's complaint and do not ask Ageas Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 18 November 2024.

Laura Garvin-Smith  
**Ombudsman**