

## **The complaint**

Mr B has complained about Ageas Insurance Limited. He isn't happy that it avoided his motor insurance policy (treated it like it never existed).

## **What happened**

Mr B took out a motor insurance policy through a broker and was placed with Ageas. However, when Mr B made a claim under his insurance policy Ageas turned it down. This was because Ageas wouldn't have insured him had it have been made aware of some of the modifications that were made to his vehicle. And had Ageas known this it wouldn't have offered Mr B insurance for his car, so it declined his claim and avoided the policy back to inception as it thought there had been a misrepresentation.

As Mr B wasn't happy about this and the impact this was having on him, he complained to his broker, Ageas and then this Service.

Our investigator looked into things for Mr B, but she didn't uphold his complaint. Although she understood that Mr B *may* have a separate complaint against his broker, she explained that such a complaint would have to be considered separately. But she didn't think his insurer, Ageas, had done anything wrong here in avoiding the policy and refunding Mr B's premiums back to the inception of his policy. This was because she thought there clearly was a misrepresentation and so Ageas had acted fairly in declining the claim as it wouldn't have insured Mr B had it have known about the misrepresentation alongside looking to refund a number of policy premiums.

As Mr B didn't agree the matter has been passed to me for review.

## **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.

The relevant law in this case is The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA). This requires consumers to take reasonable care not to make a misrepresentation when taking out a consumer insurance contract (a policy). The standard of care is that of a reasonable consumer.

And if a consumer fails to do this, the insurer has certain remedies provided the misrepresentation is - what CIDRA describes as - a qualifying misrepresentation. For it to be a qualifying misrepresentation the insurer has to show it would have offered the policy on different terms or not at all if the consumer hadn't made the misrepresentation.

CIDRA sets out a number of considerations for deciding whether the consumer failed to take reasonable care. And the remedy available to the insurer under CIDRA depends on whether the qualifying misrepresentation was deliberate or reckless, or careless.

Ageas Insurance thinks Mr B failed to take reasonable care not to make a misrepresentation in relation to a few items that were on his vehicle at the time of claim, especially a snorkel which is often associated with off roading. It says it wasn't made aware of this when Mr B took the policy out and it hasn't been provided with any evidence from the broker that he told it about the modification. And Mr B didn't respond initially or when Ageas sent its renewal documentation when it was clearly outlined that there weren't any modifications to his vehicle when in fact there were.

I've looked at the policy documentation sent to Mr B by Ageas and it is clear that it outlines that Mr B's vehicle didn't have any modifications, when it did. I know Mr B has suggested that the snorkel could be classed as an accessory, but I think it is clearly a modification. I've listened to a call between Mr B and Ageas, and I think it is reasonably clear that Mr B was aware of this and that he didn't check his documentation as it was difficult to access. However, he has acknowledged that he could access his present policy and there is some onus on Mr B to check his policy and that it was fit for purpose. So, he should have checked his policy documentation, which said there wasn't any modification to his vehicle, and let Ageas know about the modification.

Ageas have treated the misrepresentation as careless and refunded Mr B's premium and as this is the most favourable outcome to Mr B I will not interfere with this. However, I don't think Mr B took reasonable care here, so I think there was a misrepresentation, and I think the actions taken by Ageas seem more than reasonable in treating the misrepresentation as careless.

I say this as Ageas has shown that it wouldn't have insured Mr B had it have been made aware of the modifications to his vehicle. Ageas has provided a copy of its underwriting criteria which clearly evidences its position and shows that it simply wouldn't have insured Mr B if it was aware of the modifications to his car, especially the snorkel.

This means I'm satisfied Mr B's misrepresentation was a qualifying one. As I've already outlined Ageas has classified this as careless, as opposed to deliberate or reckless. And given Mr B didn't check the policy documentation and ought to have reasonably been aware of the modification I think this feels fair as it wouldn't have insured Mr B had it have known about the modifications.

In light of all this I think Ageas has acted fairly in declining Mr B's claim, treating his policy as if it didn't exist as it wouldn't have insured him while refunding all his premiums back to inception.

Finally, I note that Mr B has raised concerns about his insurance broker, as opposed to Ageas, but these will have to be advanced separately.

### **My final decision**

It follows, for the reasons given above, I've decided not to uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 August 2025.

Colin Keegan  
**Ombudsman**