

The complaint

Mr B complains that Ageas Insurance Limited (“Ageas”) unfairly cancelled his motor insurance policy.

What happened

Mr B insured his car with Ageas and added a named driver to the policy, who I’ll refer to as Mr A. In November 2024, Mr A was involved in an accident and a review of the policy was carried out as a result.

It came to light that the named driver had previously had policies cancelled – and that this hadn’t been disclosed when the policy was taken out.

Ageas carried out further checks and also found that Mr A had several motoring offences which hadn’t been disclosed. So it cancelled the policy on the basis that Mr B had made a reckless qualifying misrepresentation. It said this entitled it to retain all premiums paid and cancel the policy.

Mr B complained. He said he’d received a huge bill of £2,907 and was expected to pay this in full even though he was no longer covered and his car still needed to be repaired. He didn’t agree with the policy cancellation or the additional amounts requested.

In its response to the complaint, Ageas reiterated that Mr B had failed to disclose Mr A’s cancelled policies and motoring offences when taking out the policy. It also said that while Mr B had said the convictions were from 2020 and on a provisional license, they were still relevant and therefore should’ve been disclosed.

Mr B didn’t accept Ageas’s response, so he referred his complaint to this service. Our Investigator considered it, but didn’t think it should be upheld. She said the actions Ageas had

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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr B and Ageas have provided. Instead, I’ve focused on those I consider to be key or central to the issues in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

As our Investigator explained, the relevant law here 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 thinks Mr B failed to take reasonable care not to make a misrepresentation when he answered the questions he was asked about previous driving convictions and cancellations. It's shown that Mr B didn't disclose any previous convictions for his named driver, Mr A, who had several driving offences.

I've looked at the question asked during the online sales journey and I'm satisfied it's clear. Mr B was asked whether Mr A had any driving convictions, as well as the date and type of any convictions. Mr B answered "No".

I've considered why Mr B didn't tell Ageas about Mr A's convictions. He's said these were from 2020 and weren't relevant. I can appreciate Mr B's point here, but the question clearly indicates Ageas wanted to be told about any convictions and not just those within a certain time period. Ultimately Mr B knew Mr A had convictions, was asked a clear question about them and didn't give an accurate answer. I consider that a failure to take reasonable care.

I've considered what a reasonable consumer would have done in the same circumstances, and I'm persuaded they'd have told Ageas about Mr A's convictions. So on that basis, I'm satisfied Mr B's answer of "No" when asked about those convictions constitutes a failure to take reasonable care.

Ageas has shown that had Mr B told it about Mr A's convictions it wouldn't have offered cover for the named driver. Which means, coupled with Mr B's failure to take reasonable care, I'm satisfied Ageas has shown that Mr B's answer is a qualifying misrepresentation under CIDRA.

That means Ageas has remedies available to it set out under CIDRA. What remedies are available depends on how Ageas views the misrepresentation. Here, it views it as reckless. And I don't think that's unreasonable because I'm satisfied Mr B knew the information he was providing about Mr A wasn't accurate, as when he spoke to Ageas about it, he said he was aware the convictions were on Mr A's provisional license.

Under CIDRA, where a reckless qualifying misrepresentation has taken place, and there's been a claim, the insurer is entitled to avoid the policy and not return the premiums. Because Ageas has avoided the policy, there's no policy for Mr B to claim from. So, Ageas not dealing with the claim is a reasonable action for it to take.

I've taken into account all of Mr B's arguments, and I can appreciate why he'll be disappointed with my decision – he's had a policy avoided and a claim declined for a vehicle he has financial responsibility for. But that means that Ageas offered Mr A – the named driver – insurance it would never have offered him had Mr B not made a misrepresentation. So it wouldn't be fair or reasonable to ask Ageas to pay for a claim for a driver it never should have insured.

Ultimately, I'm satisfied Ageas's actions were ones it was entitled to take under CIDRA. And therefore, fair and reasonable. I understand Mr B has brought a second complaint to us about the cost of the premium – which will be considered separately.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 18 July 2025.

Ifrah Malik
Ombudsman