

The complaint

Mr C complains that Ageas Insurance Limited (“Ageas”) mishandled his claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a van, first registered in 2019. Mr C acquired the van in 2019.

For the year from late July 2023, Mr C used a comparison website (or “aggregator”) to take out a comprehensive policy for the van. The policy was a commercial vehicle insurance policy branded with the name of an insurance intermediary. Ageas was the insurance company that was responsible for dealing with any claim.

For the year from late July 2024, Mr C and Ageas renewed the policy.

Unfortunately, an accident in late January 2025 damaged the van. Mr C made a claim on the policy.

Much of the complaint is about acts, omissions or communications by the intermediary on behalf of Ageas. Insofar as I hold it responsible for them, I may refer to them as acts, omissions or communications of Ageas.

By a letter dated 19 February 2025, Ageas told Mr C that the van had been modified with an awning and side bars, which he had failed to disclose, so it was treating the policy as void and declining his claim.

Mr C complained to Ageas that it should meet his claim.

By a final response dated 21 March 2025, Ageas turned down the complaint, saying that the van had been modified with an awning.

Mr C brought his complaint to us in late May 2025.

Our investigator didn’t recommend that the complaint should be upheld. She thought that the actions Ageas took were in line with Consumer Insurance (Disclosure and Representations) Act 2012 (“CIDRA”).

Mr C disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Before issuing policies, an insurance company should ask potential customers whether their vans have awnings and make it clear that there is an exception for such vans.
- Ageas has jumped on a ‘small print’ infraction – one that has no bearing on the claim itself – simply in order to avoid a payout.

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.

CIDRA imposes a duty on a consumer to take reasonable care not to make a misrepresentation when taking out or varying an insurance policy. A consumer breaks that duty if he makes a careless misrepresentation.

If a careless misrepresentation makes the difference that the insurer wouldn't otherwise have offered cover at all or at the same premium, then the misrepresentation is a qualifying one under CIDRA which gives the insurer certain remedies.

If a careless misrepresentation makes the difference that the insurer wouldn't otherwise have offered cover at all, then the remedies include treating the policy as void and declining any claim.

From what Mr C has said, he had the awning installed in about May 2023. Whilst I accept that the awning was detachable, I consider that there was a modification of the van for an awning.

Ageas has shown us certain underwriting information in confidence (as the rules allow). From that, I accept that Ageas wouldn't have offered a policy to Mr C or any other consumer if he had disclosed that his van had a modification for an awning.

I've seen evidence that in July 2023, the website asked Mr C a question as follows:

"Does the [model of van] have any modifications?"

That question was accompanied by explanatory information as follows:

*"What does this mean?
if you or a previous owner has made a change from the manufacturer's original specification, such as alloy wheels, air conditioning, bodywork, exhaust system, suspension or tinted windows, add it here
If you're unsure if your van's been modified, check its previous history to find out"*

So I'm satisfied that the website asked a clear question. I don't consider that Ageas should've asked more specifically about an awning or any other modification that would lead it to decline cover.

Mr C must've answered in the negative. The statement of fact document recorded no modifications. That wasn't a correct answer. Whether or not the awning was attached to the van at that time Mr C answered the question, the van had been modified for an awning.

I consider that as a reasonable consumer, Mr C ought reasonably to have known that he had changed the van from the manufacturer's original specification. So I'm not satisfied that he took reasonable care not to make a misrepresentation when taking out the policy.

Mr C missed an opportunity to correct his misrepresentation on the renewal from July 2024.

Ageas has shown that it wouldn't have offered a policy to Mr C or any other consumer if he had disclosed that his van had a modification for an awning. So I consider that Ageas acted in line with CIDRA by treating Mr C as having made a qualifying misrepresentation, treating the policy as void and declining the claim.

I don't underestimate the impact of that on Mr C, especially since his diagnosis with a serious illness. Nevertheless, as Ageas acted in line with CIDRA, I don't conclude that it would be fair and reasonable to direct it to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Ageas Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 January 2026.

Christopher Gilbert

Ombudsman