

The complaint

Mr L has complained that Ageas Insurance Limited avoided his car insurance policy and refused to meet his theft claim.

What happened

Mr L took out a car insurance policy with Ageas Insurance Limited through a price comparison site online in August 2024. In May 2025 Mr L reported the car had been stolen and made a claim to Ageas.

Ageas said Mr L had answered the question it asked about his driving history and motoring convictions incorrectly. And it considered this to be a careless qualifying misrepresentation, which entitled it to avoid Mr L's policy and refuse his claim.

Mr L brought his complaint to us. One of our Investigators thought it shouldn't be upheld. He thought Ageas had shown that Mr L was asked a clear question about his driving history and motoring convictions which he hadn't taken reasonable care to answer.

Mr L doesn't agree and has asked for an ombudsman's decision. In summary he says he misunderstood the question as he has neuro diverse conditions. Once he was aware of the error he fully co-operated with Ageas.

Mr L wants Ageas to reinstate his policy and meet his claim. Mr L doesn't agree it was for him to have let Ageas know when applying for the policy that he may have needed extra support due to his neuro diverse conditions. He doesn't agree the question was clear. Mr L says he is continuing to pay for the finance of a car. Mr L says the theft of his car has nothing to do with his driving history.

So the case has been passed to me 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.

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 say Mr L failed to take reasonable care not to make a misrepresentation when he answered a question about his driving history.

I've looked at the question Mr L was asked on the price comparison website which required a 'yes' or 'no' answer. It asked:

"Have you had any driving related convictions, endorsements, penalties, disqualifications, or bans in the past five years?"

Underneath the question it read:

"How can I find out?" – which when clicked on, provided further information to help with answering this question. It read;

"Offence codes and penalty points are recorded against your driving record. Details of the last four years of your record can be found at www.gov.uk/view-driving-licence"

Mr L doesn't agree the question was clear. He said he understood the question to relate to only the most serious offences which resulted in a court case or a prison sentence. He says he didn't realise it related to points on his licence.

Mr L says due to his neuro diverse conditions he sometimes struggles to understand the exact meaning of written questions.

A year before Mr L applied for this policy, he was stopped by police for driving while disqualified. Mr L said he had been notified of the disqualification due to exceeding the maximum number of points on his licence. But Mr L hadn't updated his address with the DVLA and says he was temporarily living at another address. So he says he didn't receive the notice and so had continued to drive.

I appreciate that Mr L's neuro diverse conditions may have impacted his understanding of the question. However, Ageas was not aware of Mr L's need for additional support until after he made his claim. Had it been made aware at the time Mr L applied for the policy, Ageas says it would have provided it. Both the comparison website and Ageas' website provide contact details for a customer if they have any questions.

Ageas sent Mr L his policy documents for the policy start date of 9 August 2024. The cover letter read;

"Please read through this pack, your Certificate of Motor Insurance, the Insurance Product Information Document and your Policy Booklet."

Check that the details shown in your Statement of Fact are correct as your contract of insurance will be based on this information. If anything is incorrect or you wish to amend your cover, you can do this easily via your online account at my.ageas.co.uk, available 24/7. Or if you have any questions you can use our Chatbot at www.ageas.co.uk/contact-us.”

So when Ageas sent Mr L his policy, it gave him a further opportunity to check the information he'd provided was correct – and provided details for him to contact Ageas if he had any questions.

The key question from the price comparison website includes the words 'disqualifications' and 'bans' without the additional help in the note that came with the question. So I don't agree that the question wasn't clear. I find that it was. As Mr L was aware he had been disqualified from driving a year before, Ageas has determined that Mr L failed to reasonable care when answering this question. I agree.

I've looked at whether Mr L's misrepresentation was a qualifying one: in other words, did it make a difference.

If Ageas had known the correct information about Mr L's driving history, it would not have offered him a policy.

Ageas has provided underwriting information to support its decision. An underwriter's criteria is commercially sensitive information and so it cannot be disclosed to customers. But we can ask an insurer to share it with us to see if it treated a customer fairly.

Having reviewed the information provided by Ageas, I am satisfied that it would not have offered Mr L – or any other customer in the same circumstances – a policy had it known the correct information about his driving history.

This means I'm satisfied Mr L's misrepresentation was a qualifying one.

Under CIDRA, an insurer can classify the misrepresentation as either;

- deliberate or reckless, or:
- careless

Where an insurer deems the misrepresentation as deliberate or reckless, it can keep the premium even though it has avoided the policy and not met a claim. Ageas provided a refund of premium to Mr L. This is a more favourable outcome for Mr L. So I find Ageas has acted reasonably in deeming the misrepresentation as careless. On this basis, I've looked at what actions Ageas can take in accordance with CIDRA.

Ageas avoided Mr L's policy from the outset (treated as though it never existed) and provided a premium refund. These actions are in line with CIDRA for careless misrepresentation where an insurer would not have offered a policy if it had known Mr L's correct driving history. I'm therefore satisfied Ageas was entitled to avoid Mr L's policy in accordance with CIDRA. And, as this means that – in effect – his policy never existed, Ageas does not have to deal with his claim following the theft of his car. As CIDRA reflects our long-established approach to misrepresentation cases, I think allowing Ageas to rely on it to avoid Mr L's policy produces the fair and reasonable outcome in this complaint.

I understand Mr L is paying for finance related to the purchase of the car. This isn't something I can consider as a cost Ageas is responsible for as I don't think it unfairly avoided his policy.

I'm sorry to disappoint Mr L and I realise having to deal with a theft along with the avoidance of his policy will have caused considerable upset and worry. But I don't think Ageas did anything wrong. So this means I'm not upholding the complaint.

My final decision

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 L to accept or reject my decision before 2 February 2026.

Geraldine Newbold
Ombudsman