

## **The complaint**

Mr H complains that Aviva Insurance Limited trading as Quotemehappy.com avoided his motor insurance policy and refused to pay his claim.

## **What happened**

Mr H took out a motor insurance policy in September 2024 with Aviva through a price comparison website. In January 2025, he had an accident involving an animal and tried to make a claim on his policy.

Aviva said Mr H told them an incorrect value of his car when taking out the policy. And they considered this to be a careless qualifying misrepresentation, which entitled them to void the policy, decline the claim because of this, and refund Mr H's premiums.

Mr H wasn't happy and brought his complaint to our Service.

He said:

- Aviva firstly accused Mr H of not declaring a modification (a paint protection film) and Mr H bought the car the way it was.
- They later accused him of inputting the incorrect value for his car – he confirms the car's value is £220,000 not £20,000 or £22,000. And it's impossible for a 2019 Ferrari to be of such low value.
- Aviva should have raised the error at the inception of the policy. And they admitted it was a mistake to offer cover, but only check when a claim is made – which he thinks is unfair.
- There was an error in Aviva's correspondence – they wrote £20,000 instead of £22,000. This shows how easy it is to misread figures which contain multiple occurrences of the same digit.
- He has other insurance policies which show a similar premium charged for high value vehicles.
- He didn't suspect there was an issue with the value of the vehicle in the policy since the insurance premium was high. So, he wouldn't have thought about the car being undervalued – either unknowingly on his part or due to Aviva making an administrative error.

Mr H says that the repair quote was under an amount that he thought was the policy indemnity limit, and he thinks Aviva should honour the claim in full as if it were covering a total loss of a vehicle worth that much. He also wants Aviva not to record anything on external databases about the policy cancellation/voidance.

Our investigator thought the complaint shouldn't be upheld. He agreed there had been a

careless qualifying misrepresentation and that Aviva was entitled to void the policy and return Mr H's premiums.

Mr H didn't agree. He said Aviva insure higher valued vehicles and Aviva's underwriters should have flagged that his car was undervalued on the policy at the time it was taken out.

The complaint couldn't be resolved, so it was been passed to me to decide. I wrote a provisional decision not upholding the complaint. This is what I said about what I'd decided and why:

*Aviva said they classified Mr H's actions as careless misrepresentation. This implies they've relied on The Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA) to explain their actions. CIDRA 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.*

*Aviva thinks Mr H failed to take reasonable care when he gave his answer to a question about how much his vehicle was worth. But I don't think CIDRA is the relevant law here.*

*That's because if someone is asked how much their vehicle is worth, the answer is a statement of opinion, not fact. And CIDRA can only apply to statements of fact. So, I don't think Mr H can make a misrepresentation under CIDRA.*

*But whether CIDRA applies or not, I think applying an approach similar to that set out in the law helps lead us to a fair and reasonable answer. This is because I would still expect any consumer answering questions about the value of their car to give their insurer, to the best of*

*their ability, an answer that was within a reasonable range of a fair value for their car.*

*I've considered whether Mr H did this. And, if what he answered wasn't within a reasonable range, I've looked at what Aviva would have done differently if it was.*

*When taking out the policy, Mr H was asked on the comparison site about how much his car was worth. There was a box where he needed to fill in the current vehicle market value.*

*Aviva have shown that when Mr H wrote in the type of car he had, this box would have automatically shown a suggested value – from what I've been shown, this likely would have been £275,000. And Mr H would have needed to change what was written in the box if he wanted a different amount to that of the in-house valuation.*

*Aviva thinks Mr H answered unreasonably because he stated in his application*

*through the comparison site that his car was valued at under a tenth of what they thought the value would be. Mr H has suggested that it could have been Aviva's administrative error that meant his car's listed value on the policy was £22,000. To make sure, I asked Aviva for the data that was sent to them from the comparison site that they based their quotation on. They obtained this and sent it to me. Under the heading 'Car Market Value', it says '£22,000'. So, I think it was likely Mr H that inputted the lower value rather than Aviva.*

*Both Mr H and Aviva agree that no reasonable person (including Mr H) would think that Mr H's car should be valued at £22,000. And this is further evidenced by the automatic value that showed in the value box when Mr H entered the information about his car on the comparison site; the fact Mr H purchased the car for nearly £260,000 in 2022; and Mr H clearly having experience purchasing these sorts of vehicles and an understanding of their value.*

*They also both seem to be in agreement with what a reasonable range for the value of Mr H's car would be. I accept values can be subjective, but Mr H has said that he would have tried to put in £220,000 and Aviva have evidenced the car is worth between that much and £275,000. So, I'm satisfied the value is somewhere in that range.*

*Mr H and Aviva agree £22,000 is far too low a value for Mr H's car considering it's likely worth an amount closer to £220,000. So, I think it's fair for Aviva to consider that £22,000 wouldn't be within the reasonable range of answers when Mr H was asked to fill in his current vehicle market value.*

*Mr H said he will have made a mistake when entering £22,000 and I'm not persuaded he acted deliberately, so I accept that's likely what happened. Although unfortunate, the onus here is on Mr H to act reasonably – and by changing the initial automatic valuation, inputting a figure far lower than what would be considered reasonable, then not checking that figure later in the process when prompted, I don't think he has.*

*Since Mr H entered a value that wasn't within a reasonable range, and I think it's fair to apply the principles of CIDRA, I'm satisfied it's fair for Aviva to take the actions that would be available to them under that law had Mr H made a misrepresentation. And since I haven't seen persuasive evidence to suggest Mr H acted recklessly or deliberately in answering the way he did, I think it's fair for Aviva to say Mr H's answer was entered carelessly.*

*I've gone on to think about whether Aviva would have done anything differently had Mr H answered the question with a value that was within a reasonable range for his car.*

*Mr H said he was told by an engineer that Aviva would insure higher value cars. Although that might be true for other policies Aviva sells, Aviva have provided underwriting information to show they wouldn't have offered cover to Mr H under this type of policy as the value of his car was over their threshold for risk.*

*Had Mr H inputted a reasonable value for his car, Aviva never would have insured him. By voiding his policy at the time of purchase and returning his premium, this is essentially what has happened. And because his policy has – in effect – never existed, it's reasonable for Aviva to not deal with his claim following the accident.*

*I'm satisfied that Aviva's actions in voiding the policy from the beginning are*

*reasonable as I think they can apply the principles of CIDRA in order to do so. And even if CIDRA itself did apply, I'd be satisfied Aviva acted fairly, for the same reasons. This means I won't be making Aviva take any action – whether that's settling the claim up to the indemnity limit, settling up to the limit for vehicles Aviva would have accepted on cover, or otherwise.*

Aviva accepted my provisional decision. Mr H didn't respond.

### **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 haven't been given any new information to consider, so I see no reason to depart from the findings I reached in my provisional decision. It follows that I've reached the same decision, for the same reasons – and I won't be directing Aviva to take any action.

### **My final decision**

For the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 10 January 2026.

Andrew Wakatsuki-Robinson  
**Ombudsman**