

complaint

Mr A is unhappy that Ageas Insurance Limited (Ageas) has avoided his motor insurance policy from the date of his last renewal and declined his claim.

background

Mr A took out a motor insurance policy with Ageas in July 2016. Shortly after this, in August 2016, ownership of the car was transferred into Mr A's son's name.

Mr A renewed the policy the following year in July 2017. In January 2018 he attempted to claim on the policy. However, during the investigation of this claim, it came to light that that Mr A wasn't the owner or registered keeper of the car.

As a result, Ageas declined the claim and avoided the policy in February 2018. Ageas said that, if Mr A had disclosed the transfer of ownership, his policy renewal in 2017 would've been declined. Mr A's premiums were refunded back to the July 2017 renewal date.

Mr A felt this was unfair and referred his complaint to this service. Our investigator found that Ageas had acted fairly and reasonably in declining the claim and avoiding the policy.

Mr A didn't agree, and expressed concerns that the policy avoidance would negatively affect his future insurance arrangements. He requested an ombudsman's decision, so the case has been passed to me.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm not upholding this complaint, and I'll explain why below.

I've reviewed the documents which were sent to Mr A when he took out the policy in July 2016 and when he renewed it a year later. The 2016 statement of facts says that Mr A owns the vehicle and is the registered keeper. It also sets out Mr A's responsibility to tell the business about "*any change affecting ownership*" of the car.

The schedule of insurance for the period of cover July 2017 – July 2018 also states that Mr A owns the vehicle and is the registered keeper. Mr A has accepted that he didn't correct this information when the ownership of the car changed, or during the renewal process.

I don't think Mr A deliberately withheld information from Ageas or that he intended to misrepresent the facts. However, I don't think he acted with the appropriate level of care when he renewed his policy in 2017, as – seeing as he hadn't already done so – he should've been prompted to update the records about the car registration and ownership.

Ageas has provided information about its underwriting criteria that shows it wouldn't have provided cover if Mr A has disclosed that his son owned the vehicle. I can't share this document with Mr A because of its commercial sensitivity, but I can confirm I'm satisfied by the evidence I have seen that this is the case. So I think Ageas acted fairly and reasonably in avoiding the policy back to the renewal date once the facts came to light and refusing Mr A's claim.

I understand Mr A has concerns about how this policy avoidance might affect his future insurance purchases, but Ageas is required to record this information. Ageas has also confirmed there is no subcategory in which to record the reason for the avoidance. However, Mr A is free to explain the reasons to any future insurer, should he wish to do so.

Overall, I haven't seen anything to make me think that Ageas has acted unfairly or unreasonably in this case. It follows that I'm not upholding Mr A's complaint.

my final decision

For the reasons set out above I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 8 July 2018.

Clair Bantin
ombudsman