

## **The complaint**

Mr G has complained that Ageas Insurance limited unfairly and unreasonably cancelled his policy. It also didn't refund the set-up fee of £20 and placed a cancellation marker on his insurance record making it unaffordable for Mr G to buy another policy.

## **What happened**

Mr G bought his policy online through an aggregator website on 18 September 2023 to start on 21 September 2023 at a cost of £111.13. Ageas issued his policy documentation on 18 September 2023, and it showed that Mr G downloaded those documents on the same day. Ageas as its normal practice will validate policies if it believes something doesn't look right or indeed even randomly too. During its check on Mr G's policy, it couldn't find any residential links to the address he gave for the policy. It also noted his birth month on the policy was stated as being in May but in fact it was in October.

On this basis Ageas issued notice that it would cancel Mr G's policy and he would no longer have cover from 22 September 2023 so in effect it never started. Initially Ageas only refunded £88.77 of the premium Mr G paid of £111.13. However, following Mr G's complaint, it then refunded the remaining £22.36 which meant Mr G received a full refund.

Mr G remained dissatisfied, so he brought his complaint to us. He was particularly concerned that because Ageas has recorded on his insurance record that it cancelled his policy, it made getting an alternative motor policy unaffordable. The investigator didn't think Ageas had done anything wrong. Mr G disagreed so his complaint 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.

Having done so I'm not upholding this complaint. I'll now explain why.

Mr G never explained why the address he gave when applying for this policy wasn't the one that he was residing at, and he didn't explain why the month of his birthday was different. It's also clear from Ageas' system that Mr G downloaded his documents once they were available on the system. Therefore, Ageas has provided the policy documents to Mr G, and he has seen them.

Under the law namely the Consumer Insurance (Disclosures and Representations) Act 2012 (CIDRA) the onus is on the applicant to provide accurate and truthful information to the questions asked by an insurer. This is because the answers to any questions asked by the insurer forms the basis of the details of the risk being covered. And if any answer to the questions asked provides inaccurate information, that then changes the profile of the risk being covered so therefore the risk might not be something the insurer would then wish to insure.

Insurers are fully entitled by the regulations to decide what risks they want to insure and which they don't. This is part of their commercial discretion. Therefore, it's essential the answers given to any questions asked on the application are answered truthfully and honestly.

Ageas like every other motor insurer also details this in its policy. Mr G's policy said the following:

*'This insurance policy is based on information you gave us when applying for this insurance via a price comparison site, on our website or during a telephone conversation (and which is summarised in your Statement of Fact) and any other information you provided.*

*It IS an offence under the Road Traffic Act to make a false statement or withhold any requested information for the purposes of obtaining a Certificate of Motor Insurance Important notice - you are required by the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked on a price comparison site, on our website or asked during a telephone conversation (or those declared on the Statement of Fact) and to make sure that all information supplied IS true Failure to supply accurate and complete information may mean that your policy is invalid and that it will not operate in the event of a claim.*

*Please check all your documents carefully to make sure that they give you the cover you want.*

...

#### **Protection against Fraud and Misrepresentation**

*Fraud and misrepresentation have an impact on us, your insurer and our customers, so we and your insurer take certain measures to prevent them. You will also be charged a fee when your policy IS cancelled. For full details of all charges please refer to your Terms of Business Agreement.*

*How much money you get back or have to pay when you cancel your policy will depend on the reason (or cancellation, how you pay for your policy, how long you've had it for and whether or not you've made a claim or may need to make a claim.*

...

#### **Our right to cancel or void your policy**

*We and your insurer have the right to cancel this policy at any time by giving you 7 days' notice in writing.*

*We'll tell you the reason why Reasons why we may decide to cancel your policy include, but won't be limited to:*

...

- *You made a mistake when providing us with the information shown on your Statement of Fact or this information has changed, and we are no longer willing to cover you or you are refusing to pay the correct premium*
- *You won't give us information that we ask for.'*

Given this and the law, I don't consider Ageas did anything wrong in cancelling Mr G's policy. Ageas is also under a duty to record any policy it has cancelled, on the policyholder's insurance record, therefore I don't consider Ageas did anything wrong in doing this either.

In the final response letter to Mr G, Ageas said it would be willing to remove the cancellation marker if it could verify that the information Mr G provided in his application is correct. It also requested some documentation from Mr G to show this, but it never received anything from him.

In his correspondence with us to include asking for this decision, Mr G didn't provide any clarity about why the information given to Ageas on his application was incorrect. Or why he wasn't showing as registered at the address he gave.

As a result, there is no information provided to me to show that Ageas' decision on cancelling this policy was incorrect. So, on that basis I don't consider Ageas has done anything wrong.

### **My final decision**

So, for these reasons it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 20 May 2024.

Rona Doyle  
**Ombudsman**