

## **complaint**

Mr A says that Ageas Insurance Limited has unfairly voided his motorcycle insurance policy after he tried to make a claim on it.

## **background**

Mr A took out motorcycle insurance with Ageas through an insurance broker in both 2015 and 2016. Both times he created a quote using a price comparison website and then completed the sale over the phone with the agent.

In August 2016, Mr A's motorcycle was stolen. While dealing with the claim, Ageas discovered Mr A had previously had an insurance policy declared void (cancelled from its start date as though it never existed) in 2011.

Ageas told Mr A that had it known this, it wouldn't have covered him. So it refused to deal with his claim and treated his policies as if they never existed. A refund of the premiums Mr A paid for the Ageas policies was issued through the broker that Mr A used.

Our investigator didn't uphold the complaint. He was satisfied that Ageas wouldn't have insured Mr A if it'd known that he'd had insurance cancelled before. So he thought Ageas had acted reasonably when voiding the policy.

Mr A asked for a review. He says he's never had an insurance policy voided. So he thinks it's unfair of Ageas not to consider his claim.

## **my findings**

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

The key issue I need to decide is whether Ageas has acted reasonably by cancelling Mr A's cover and refusing to pay his claim.

When each policy was set up, the form Mr A would've filled in to get a quote on the price comparison website asks whether any driver has had insurance declined, cancelled, voided or special terms imposed. The information I have about the broker's sales process suggests that it would have also asked whether Mr A had ever had a policy cancelled, declined or refused. So I think Mr A was asked a clear question about his insurance history before he bought any cover.

Mr A said that he'd never had any insurance declared void. But Ageas' underwriter identified a previously voided policy which matches Mr A's details.

Ageas relied on the information Mr A gave his broker. And Ageas has shown us that it wouldn't have been willing to insure Mr A if it had known at the start that he'd had insurance voided before. So Ageas has been mis-led by the information provided and wasn't able to fairly assess the potential risk. So it made the decision to offer cover to Mr A based on an incomplete picture of the circumstances.

Mr A says that he doesn't know anything about the insurance policy that was voided in 2011. But I've not been provided with any evidence to suggest that the previous insurer acted incorrectly. Mr A may wish to complain directly to the previous insurer if he considers that a mistake has been made.

Mr A had a duty to take reasonable care not to make a misrepresentation. He needed to give the correct answer, or what he genuinely believed to be the correct answer, to the questions he was asked. I accept it's possible that Mr A didn't know that he'd had insurance cancelled before. But it makes no difference to Mr A's claim whether he genuinely didn't know that he'd had insurance declined before or not. Ageas has said that it would never have provided cover in any situations when a previous policy has been declined, refused, cancelled or voided. And the relevant records show that details matching Mr A's had previously had insurance cancelled. So I think Ageas' decision to cancel Mr A's cover and treat the policy as if it never existed was a reasonable one.

I understand that Mr A is going to be very disappointed with my decision. I can appreciate that he's lost out hugely because he's got no cover for his motorbike. But there wasn't a policy in place for Mr A to make a claim on as it was cancelled back to the beginning.

From everything that I've seen, I don't think Ageas acted unfairly in voiding Mr A's policies and refunding the premiums that he'd paid.

#### **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 22 June 2017.

Claire Marsh  
**ombudsman**