

## Case law

### Case Details

**National ID:** Commercial Court of Brussels, 23 April 2008

**Member State:** Belgium

**Common Name:** [link](#)

**Decision type:** Court decision, first degree

**Decision date:** 23/04/2008

**Court:** Commercial Court of Brussels

**Subject:**

**Plaintiff:** Feprabel (association of Belgian insurance companies and financial advisors)

**Defendant:** ING België

**Keywords:** insurance policy, material information, misleading omissions, nature of the trader

### Directive Articles

Unfair Commercial Practices Directive, [Chapter 2, Section 1, Article 7, 1.](#)

### Headnote

(1) In the context of an invitation to purchase, the registration number of an insurance company is a material information, because it is imposed by article 12 of Directive 2002/92/EC on insurance mediation (as referred to in article 7.5 and Annex II of the UCP Directive).

(2) Omitting the official insurance registration number in advertisements does not mislead the consumer when this number can be consulted on the accompanying website.

(3) An insurance intermediary which does not explicitly state in an advertisement that it acts as an insurance intermediary, does not mislead the consumer.

### Facts

Through various channels (including news papers, magazines, websites, posters, barriers in public parking lots, and gadgets such as ice scrapers and calendars), the defendant made publicity for the car insurance services of its foreign affiliate.

The plaintiff argued that:

(1) the publicity was misleading, because the official insurance registration number of the defendant was not mentioned on every type of publicity;

(2) the defendant misled the consumer with respect to its identity and nature, because the publicity did not explicitly mention that the defendant acts as an insurance intermediary, promoting the insurance services of an affiliate.

### Legal issue

(1) The court first considered that, in the context of an invitation to purchase, the registration number is material information, because it is imposed by article 12 of Directive 2002/92/EC on insurance mediation (as referred to in article 7.5 and Annex II of the UCP Directive).

The court also considered that outside this context, the registration number qualifies as material information.

However, the court then considered that the omission of the registration number is justified because the registration number is displayed on the accompanying website (which can be easily retrieved by an average consumer), and also because some publicity mediums (such as the ice scraper) face space limitations.

The court also considered that the omission of the registration number does not impact the transactional decision of the consumer.

(2) The consumer is not misled by the fact that the publicity does not explicitly state that defendant acts as an insurance intermediary, as such does not impact the transactional decision of the consumer.

### Decision

(1) Is an omission of the official insurance registration number in insurance publicity a misleading omission?

(2) Does a trader commit a misleading commercial practice when its publicity does not explicitly state that it is acting as an insurance intermediary (which promotes the insurance services of a third party instead of its own services)?

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### Related Cases

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### Legal Literature

No results available

### Result

The claims were dismissed