

The complaint

Mr and Mrs S complain that Ageas Insurance Limited (Ageas) has incorrectly recorded information about their claims history on the Claims and Underwriting Exchange (CUE).

What happened

In July 2017, Mr and Mrs S called Ageas to let it know that there'd been an electrical surge following a lightning strike. This had caused some damage to some of their electrical items. About a month later, they let Ageas know most of the items could be repaired, for less than the cost of the policy excess. So there was no need to make a claim on the policy.

At the next renewal, Mr and Mrs S noticed the renewal premium quote had gone up. They queried this with their broker, who explained it was down to them making a claim on the policy. The broker later clarified that the incident in July 2017 hadn't been a claim, but that a notification had been logged on the policy for information purposes. Mr and Mrs S weren't happy with the increase in the price of the policy and it lapsed.

Mr and Mrs S took out a new home insurance policy through a new broker. That broker checked CUE and found out about the incident in 2017. Mr and Mrs S had to pay an admin fee to the broker and their no-claims discount with their new insurer was affected.

Mr and Mrs S were unhappy they hadn't been told that the incident would be recorded on CUE and about the impact it had on their new insurance policy. They asked us to look into their complaint.

Our investigator didn't think Mr and Mrs S' complaint should be upheld. He thought the broker had made it clear that the incident had been recorded. He said Ageas had been required to record the incident on CUE whether or not a claim was made. So he said he couldn't ask Ageas to remove the record from CUE.

Mr and Mrs S disagreed with our investigator. They said Ageas hadn't let them know the incident was being recorded on a national database. No-one had told them they needed to declare the incident to future insurers. They re-iterated that the record of the incident had affected their no-claims discount on their new policy. They said they wanted the incident record removed from CUE.

The complaint's 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 think Ageas has treated Mr and Mrs S fairly. I'll explain why.

First, I need to make it clear that I'm only looking into whether or not Ageas acted reasonably in recording the July 2017 incident on CUE. Mr and Mrs S have raised concerns about other financial businesses within their complaint – in particular, about their brokers.

Ageas isn't responsible for any complaints about these financial businesses. Mr and Mrs S would need to make separate complaints to our service about each of these businesses if they'd like us to potentially look into their concerns. I appreciate Mr and Mrs S are unhappy about the scope of my decision. But as their brokers are separate, regulated financial businesses, any complaints about them need to be considered against them.

I know Mr and Mrs S feel strongly about this complaint. It's clear from Ageas' notes that although they enquired about making a claim following the electrical surge; ultimately this wasn't pursued. So I can understand why they feel it shouldn't have been recorded on either Ageas' records or CUE.

But Ageas is signed up to CUE – a national database - where insurers record the claims history of their policyholders. Insurers can check this database when they're deciding whether or not to offer potential customers insurance. If an insurer is signed up to CUE, it'll record all incidents it finds out about, whether the incident leads to a claim or not. Insurers are obliged to provide CUE with accurate records.

In this case, I'm satisfied Mr and Mrs S called up Ageas to let it know that they were considering making a claim on the policy. I've carefully considered the wording of Mr and Mrs S' policy. There's a section called 'Claims and Underwriting Exchange register'. Under this section it states:

'Insurers pass information to the Claims and Underwriting Exchange register...Under the conditions of your policy, you must tell us about any incident which may give rise to a claim. When you tell us about an incident, we or your insurer will pass this information to the registers and any other relevant registers.'

I think Ageas' policy makes it clear that policyholders need to tell it about any incident which might lead to a claim. And that this information will be passed onto CUE. In this case, while Mr and Mrs S didn't go on to pursue a claim; they did let Ageas know about an incident (the lightning strike) which could've led to them making a claim.

So I think it was reasonable and appropriate for Ageas to record this on Mr and Mrs S' claims history and on CUE. I've seen from Ageas' notes that no claim was made as the value of the damaged items was below Mr and Mrs S' policy excess. Ageas recorded the incident on CUE as 'notification only', which I think was the appropriate category, given it seems Mr and Mrs S paid for getting their items fixed themselves.

Overall, I think Ageas acted appropriately and in line with its obligations in recording the incident on CUE. This means I won't be telling it to change its records about Mr and Mrs S' claims history.

My final decision

For the reasons I've given above, my final decision is that I don't uphold Mr and Mrs S' complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 8 June 2020.

Lisa Barham
Ombudsman