

## **The complaint**

Mrs W complains that AXA Insurance UK Plc (“AXA”) has unfairly reported misleading information which now shows on her CUE record.

## **What happened**

Mrs W contacted her insurer, AXA, in 2021, shortly after discovering that the area around a retaining wall had begun to sink. The condition of the wall had deteriorated and it had partially collapsed.

AXA said a surveyor would visit the property to assess the problem. The surveyor confirmed that the incident wouldn’t be covered by the policy as there had been no landslip, heave or subsidence. However, AXA proceeded to register on the Claims and Underwriting Exchange (CUE) that there had been a landslide in the garden.

Unhappy about this, Mrs W made a complaint to AXA. She said she was never advised that AXA would categorise the enquiry she made in this way, and that they had not suffered any loss.

AXA said that when it asks customers whether they’ve had any claims or losses, this includes damage that has resulted in them considering making a claim, but not going through with it. So even though they didn’t pursue the matter further, industry standards are that any losses (including those incidents where a claim hasn’t been made) are significant in predicting the likelihood of a customer claiming in the future. So they are recorded on CUE as such.

Mrs W remained unhappy with AXA’s response and referred the complaint to this service. Our investigator considered the complaint and didn’t recommend it should be upheld. She said that whilst she could appreciate why Mrs W was unhappy, the insurer had acted in line with our expectations in recording the loss on CUE as it was a potential claim/loss.

Because Mrs W didn’t agree with our investigator’s assessment, the complaint was 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.

When I initially reviewed this complaint, I contacted AXA to find out whether it had recorded the information on CUE correctly. In particular, I wanted to find out whether the potential loss could’ve been categorised as something other than “subsidence, heave, or landslip” as none of those insured perils had taken place in this case. The description on CUE also stated that there had been a landslide in the garden, which is factually incorrect as that turned out not to be the case.

I requested that AXA send me screenshots of the various options that were available when

recording a loss on CUE. These screenshots were sent to me on 12 July 2022. However, these did not show the full drop down list and only contained options such as “accidental damage” and “accidental loss”. From the screenshot, I can see that many other options would’ve been available under the drop down list. So I’m not satisfied AXA has acted fairly here.

Whilst I agree that an enquiry would’ve needed to be logged as this is industry practice whether a claim is made or not, I don’t think it’s fair for AXA to have categorised the enquiry as landslip, heave or subsidence, or to include these terms in the incident description. On 12 July I spoke to an agent at AXA who confirmed that the incident description had been amended and that the record had been changed to “accidental damage” with no loss recorded and no insured peril – and that this was the most that could be done since Mrs W had called to make an enquiry about a loss. I confirmed that this felt like a fair outcome to the complaint.

However, since then, I’ve requested copies of the CUE record and these have not shown any amendment to the original submission. In an email dated 25 November 2022 from this service to AXA, it was made clear that unless we receive a screenshot of the CUE record which reflects that the required changes have been made, or evidence that those changes have been submitted to CUE by AXA, then this complaint would proceed to a final decision.

As we did not hear back from AXA, my final decision is that it now needs to amend the CUE record as agreed during the telephone call on 12 July 2022.

### **Putting things right**

AXA Insurance UK Plc must now amend the CUE record for this customer, to reflect that no subsidence, heave or landslip occurred, and it must remove these terms from the CUE record entirely.

It must also send a copy of the CUE record to this service and to Mrs W once the CUE record has reflected this change.

### **My final decision**

My final decision is that I uphold this complaint and require AXA Insurance UK Plc to put things right as I’ve set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs W to accept or reject my decision before 3 February 2023.

Ifrah Malik  
**Ombudsman**