

## **The complaint**

Mrs H complained about records that Ageas Insurance Limited (“Ageas”) kept about her which had an adverse impact on her ability to get affordable insurance. Mrs H had a home insurance policy.

## **What happened**

Mrs H raised two queries with Ageas, one for a blocked sink and the other pre-empting damage to a fence during storm conditions.

Ageas didn’t deal with the first incident as it said there was no damage, and it should be dealt with under a home emergency policy if Mrs H had one. Ageas didn’t need to deal with the fence either as it turned out to be the responsibility of Mrs H’s neighbour. Ageas recorded both incidents as escape of water claims.

The claims history is making it difficult for Mrs H to gain new insurance at an affordable cost with other insurers. Ageas said they have recorded the queries to comply with regulatory requirements.

Our investigator decided to uphold the complaint. He thought the records Ageas kept were inaccurate. So, he asked for them to be removed and for Ageas to pay £150 compensation – for the distress and inconvenience caused. Ageas disagreed, so the case has been referred to an ombudsman.

## **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.

Ageas has recorded both incidents as potential escape of water claims against Mrs H claims history. I don’t think this is fair and it has had an unreasonable impact on Mrs H gaining new insurance as her premiums are higher.

Neither claim is associated with the cover Mrs H has with Ageas. She isn’t covered by Ageas for home emergency cover and the fence was the property of her neighbour. I don’t think it’s reasonable that Ageas has recorded these incidents as potential escape of water claims, as neither were. So, I uphold this complaint.

*Ageas said, “As we can clearly evidence that there was a genuine and material loss, I think FOS need to be clear that and it falls within our standard retention period for claims and that this loss ought to show on CUE and impact premiums”.*

Ageas’ responsibility is to keep accurate records – they haven’t done this as it hasn’t recorded the interactions with Mrs H fairly. The records don’t reflect what happened.

Therefore, I require Ageas to remove these records from Mrs H’s history. I also award £150 compensation – this covers any small increase in premiums she may have paid and the inconvenience this had on her having to sort out her new insurance.

**My final decision**

My final decision is that I uphold this complaint. I require Ageas Insurance Limited to:

- Remove the two inaccurate records from Mrs H's history
- Pay £150 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 2 October 2023.

Pete Averill  
**Ombudsman**