

The complaint

Mrs U complains that West Bay Insurance Plc has incorrectly recorded a claim on her motor insurance policy.

Where I refer to West Bay, this includes the actions of its agents and claims handlers for which it takes responsibility.

What happened

Mrs U tells us that, during her motor insurance renewal in 2022, she was informed of a claim being recorded on the Claims and Underwriting Exchange (CUE) database that was affecting her premium. She complained to West Bay as she'd previously been told this had been removed.

West Bay say Mrs U notified them of an accident in November 2018 when her vehicle was hit whilst stationary. This was recorded on CUE as a non-fault claim with the no claims discount (NCD) allowed. As neither party claimed any losses, and only an admin fee was paid, the cost of the claim was recorded as £12.

West Bay advises there was a duplicate of this claim incorrectly recorded on CUE, but it's been removed. There is now only one entry for the claim, which has been recorded correctly.

As no error had occurred on their part, West Bay didn't uphold the complaint. But they did pay £100 compensation for the duplicate record. They also said if Mrs U can evidence that her premiums have been negatively impacted by the claim showing incorrectly, she should provide this to them.

Mrs U brought her complaint to our service. Our Investigator queried why West Bay had recorded the £12 admin fee and they explained that all claim costs must be recorded. But they agreed to amend the CUE record to show the incident as 'notification only' rather than non-fault, and they've reduced the claims costs to £0.

Our Investigator was satisfied West Bay hadn't acted unfairly and the £100 compensation already paid was enough to put right any error regarding the duplicate record. So he didn't uphold the complaint. As Mrs U didn't agree, the complaint has 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.

From the information provided, it does appear that Mrs U notified West Bay of a claim in November 2018. I've been provided with the claim notification report which shows Mrs U told West Bay she witnessed a third-party driver open their car door into the driver side door of her car whilst it was parked. The third-party insurers also recorded details of the incident on a claim platform.

West Bay have provided copies of letters they sent to Mrs U in 2018 asking for a witness statement and sketches. They say that as they didn't hear anything from the third-party insurers and Mrs U didn't claim for any damages, the claim was subsequently closed as non-fault. But an admin fee of £12 had been incurred from the claim platform which was recorded as an outlay.

I've been provided with a screenshot of CUE which shows one record for this incident which was initially recorded as a non-fault claim with NCD allowed and an outlay of £12.

Insurers must record accurate information on the CUE database and based on what I've seen, I can't say this record was inaccurate. Mrs U told West Bay about this incident – which she's required to do under the terms of her policy regardless of whether she intends to make a claim – and West Bay recorded it in the way they should have. So I can't fairly say they've done anything wrong here.

Since the complaint has been with our service, West Bay has amended the CUE record to show the incident as 'notification only' and the £12 outlay has been removed. Whilst I don't consider the previous recording to be inaccurate, I do think this is a fairer way to record the incident and I'm pleased to see West Bay have taken this action.

I've seen no evidence to suggest there is a duplicate of this claim recorded on CUE. So if there was one, I'm satisfied it's been removed and I'm satisfied the £100 compensation paid fairly reflects any error that had occurred in this respect. There is now only one entry for this incident which does have to remain on CUE as the incident did occur, so I can't fairly ask West Bay to remove all records.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms U to accept or reject my decision before 1 May 2024.

Sheryl Sibley
Ombudsman