

The complaint

Mrs D complains about Ageas Insurance Limited (“Ageas”) recording that she’d made a claim on her home insurance policy.

References to Ageas include its agents.

What happened

Mrs D held home insurance which was underwritten by Ageas.

On 3 January 2024 she contacted Ageas to notify it that water was leaking into her bedroom from the roof. Ageas inspected, but said the leak was due to wear and tear. And since this wasn’t covered by the policy, Ageas declined dealing with it further.

Mrs D didn’t challenge the decision. But when she received a renewal invitation in February 2024, she noticed an increase in the premium and that the incident she’d reported in January 2024 had been recorded as a claim. She complained, saying that the incident she’d reported in January 2024 wasn’t a claim.

Ageas provided a final response in May 2024. It confirmed it had treated the January 2024 incident as a claim but didn’t explain why. And it said it was obligated to have recorded the incident on the Claims and Underwriting Exchange Register (“CUE”) as a claim and believed it had done so accurately. It explained why it hadn’t assisted further saying it didn’t consider the damage to have been caused by storm, or any other insured event under the policy. But it paid Mrs D £100 in compensation due to the length of time it took to provide a final response.

Our investigator didn’t think Ageas had acted unfairly. She was satisfied Mrs D had made a claim and didn’t think Ageas had declined it unfairly. So she didn’t think it was unfair for Ageas to record the incident on CUE as a claim.

Because Mrs D didn’t agree, the complaint has been referred 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’ve decided not to uphold the complaint. I understand Mrs D will be disappointed by this, but I’ll explain why.

Mrs D hasn’t challenged the decision Ageas made that her policy didn’t cover the leak. So I won’t be considering that here. I’ll instead focus on what I understand is the issue in dispute - whether it was fair and reasonable for Ageas to record the January 2024 incident as a claim.

Ageas said it considered Mrs D had made a claim, because she contacted it to report a loss with the intention of benefitting from her policy.

Mrs D says she doesn't consider what she'd done to meet the definition of an insurance claim, which she says is a formal request from a policyholder to their insurance company asking for payment after a covered incident. Mrs D says she made no such request, and she didn't receive any payment from Ageas.

It isn't uncommon for customers to contact their insurers purely to share information that something has happened without seeking to pursue the matter further with their insurer and receive any benefit from their policy. Typically, reports such as these are still logged by insurers on CUE, but are categorised as "*Notification Only*" to ensure it's apparent such reports weren't treated by the insurer as a full claim made on the policy.

But I think what happened here reasonably went beyond Mrs D just notifying Ageas of an incident.

When the leak was reported, Ageas arranged an inspection. I've seen nothing to show Mrs D objected to, or declined this inspection, or said that she was only letting Ageas know the leak had happened and didn't want to use her policy. And I find it unlikely Mrs D would have allowed this inspection to proceed if she had no intention of benefitting from her policy were the inspection to reveal the loss was covered.

Ageas also wrote to Mrs D on 3 January 2024, acknowledging she'd made a claim. It said "*Thank you for notifying us of your claim*", informed Mrs D a £50 excess would apply to the claim, and provided her with a claim reference number. So I think Ageas were clear and up front with Mrs D on the day she reported the incident that it was dealing with the matter as a claim. And I've seen nothing to show Mrs D responded to this to ask Ageas not to proceed. So I'm satisfied Mrs D contacted Ageas with the intention to claim for the damage against the insurance policy.

I understand Ageas declined to deal with the claim any further after its inspection, because it didn't think it was covered by the policy. But I don't think Ageas declining to provide any benefit, such as carrying out a repair or providing a cash settlement, means Mrs D hadn't made a claim. It simply means that the claim she had made was declined.

Ultimately, Mrs D reported a loss - with the likely intent of benefitting from her policy. Ageas agreed to consider the matter further - which Mrs D seemingly did not object to. So it set up a claim, carried out an inspection, reviewed the findings of this inspection against Mrs D's policy terms, and made a decision on whether the loss was covered by the policy. I don't find it unusual or unreasonable for Ageas to consider these events to represent a claim having been made.

So it follows that I don't find it unfair for Ageas to have recorded that Mrs D made a claim on her policy. And given that Ageas had a duty to record the claim on CUE, which I can see it did so as a declined claim, I can't say it was unfair for Ageas to record the claim externally on CUE either or that it did so inaccurately.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 26 December 2024.

Daniel Tinkler
Ombudsman