

## **The complaint**

Miss T contacted us as she was unhappy with the customer service provided by Admiral Insurance (Gibraltar) Limited when making enquiries about her car insurance policy. Miss T is also unhappy with how an accident has been recorded.

## **What happened**

In March 2023 Miss T's car was involved in an accident whilst parked outside her house. Miss T contacted Admiral and enquired about claiming from the third party's insurer (TPI). Admiral contacted the TPI but the TPI denied any damage had been caused by their insured. As there were no witnesses and the CCTV footage didn't show any contact occurring, Miss T decided not to claim on her policy. However, Admiral recorded the accident on the Claims and Underwriting Exchange (CUE).

During her enquiries with Admiral, Miss T became unhappy with the service she received. This was because she hadn't received call backs when promised. She'd also had to regularly contact Admiral for updates.

Miss T complained to Admiral about the service but also that the accident had been recorded as she hadn't claimed.

Admiral agreed that the service had been poor and awarded Miss T £100 compensation. They also awarded a further £50 compensation for a delayed response to her complaint.

Admiral added the above compensation as claim costs to Miss T's CUE record. Miss T was unhappy with this and raised a further complaint. Whilst Admiral didn't uphold this part of her complaint, Admiral paid Miss T a further £50 compensation for not acknowledging her emails about the complaint. This again was added to the CUE record. Miss T brought the complaint to our service.

Our investigator didn't uphold Miss T's complaint. They thought the compensation offered by Admiral was fair in the circumstances. They also didn't think it was unreasonable that the accident had been recorded on CUE. Miss T didn't agree. She said that Admiral had recorded it as a claim when it wasn't, and it was having a negative impact on her premiums. As no agreement could be reached, the complaint has been passed to me to make a final decision.

## **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.

At the outset I acknowledge that I've summarised her complaint in far less detail than Miss T has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because

I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I've considered all information provided by both parties and having done so, and whilst I appreciate it'll come as a disappointment to Miss T, I've reached the same outcome as our investigator.

In response to our investigator's view, Miss T hasn't disagreed with their outcome on the compensation for the service received. Instead, she has focussed solely on the recording of the accident. Whilst I agree the compensation is fair in the circumstances, Miss T doesn't seem to be disputing this point. So, I won't be commenting on it further and will be focusing instead on what remains as the crux of Miss T's complaint.

Insurers will often ask customers on applications whether they've had any accidents, claims or losses. When insurers assess the risk of a potential new customer, they will consider accidents even if they didn't lead to a claim. Admiral has explained this to Miss T and advised that it can, but not always, have an impact on premiums.

Miss T has been in contact with the Motor Insurance Bureau (MIB), who run CUE. The MIB has confirmed to Miss T the following:

*"Insurers may add a claim onto CUE even if the claim is not progressed. This may show as 'Claim Withdrawn' or Notification Only claim'. Any payments linked to that claim may also be recorded. This is within our best practice guides and is the correct use of CUE to provide a full and accurate account of all claims or potential claims."*

Admiral has sent us a copy of Miss T's CUE record for the accident. This confirms that the claim has been recorded as a 'Notification Only claim'. Whilst there was no claim, the compensation awards were in relation to the handling of the accident. So, it wouldn't be unreasonable for the costs to be recorded on CUE. This doesn't change the fact that Miss T didn't claim for the damage. I think the CUE record accurately reflects the circumstances of what has happened.

I appreciate that Miss T has had an increase in her car insurance premiums. Over the last few years insurance premiums have increased for everyone. As I've said above, Insurers can rate premiums based on accidents where no claims were made.

I'm very sorry that my decision doesn't bring Miss T more welcome news. But in all the circumstances, I don't find that Admiral has recorded the claim incorrectly or contrary to CUE's best practice guides.

### **My final decision**

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Admiral Insurance (Gibraltar) Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 5 November 2024.

Anthony Mullins  
**Ombudsman**