

The complaint

Mr and Mrs M complained that Ageas Insurance Limited (“Ageas”) unfairly recorded information about them relating to a home insurance enquiry, which adversely impacted their ability to purchase affordable insurance at renewal.

What happened

Mr and Mrs M said they made an enquiry to Ageas to determine whether it was worth their while making a small claim, when a pane of glass in their home was damaged.

Ageas said when Mrs M rang up about the pane of glass it took the details of the claim but did acknowledge that Mrs M wanted to make her own enquiries and speak to Mr M before progressing the claim. Ageas said it sent Mr and Mrs M a claim notification message.

As Mr and Mrs M never spoke to Ageas again about the repair to the damaged glass, Ageas closed the claim with a note that it had been withdrawn and no payment had been made.

When Mr and Mrs M’s renewal arrived from Ageas, their premium increased by 66% so they looked for cover elsewhere. However, Mr and Mrs M had issues as they informed their prospective insurers they’d not made a claim. However, the information recorded by Ageas was captured on the Claims and Underwriting Exchange (CUE), so Mr and Mrs M felt their credibility had been impacted wrongly, as they said they’d never made a claim.

Mr and Mrs M would like the information recorded about them to be corrected and to be paid £500 compensation for the distress and inconvenience they’ve suffered.

Our investigator decided to uphold the complaint. She didn’t think Ageas had fairly recorded the nature of Mr and Mrs M’s contact with them, so she asked it to act so the claim isn’t recorded on CUE. She also asked Ageas to pay £100 in compensation. Ageas disagreed (and Mr and Mrs M sought higher compensation), 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.

Information held on CUE, specific to Mr and Mrs M, will be used by insurers when assessing whether it wishes to provide Mr and Mrs M with cover. The information will be used to assess the risk of providing cover and it will impact the premiums that are charged.

It’s important this information is accurate and reflects what has happened. Getting this wrong can have unintended, but negative impacts for Mr and Mrs M which can last a very long time.

I’ve read the testimonies from both parties, and I’ve also listened to the calls between Mr and Mrs M and Ageas in relation to this issue. Having reviewed these materials, I think it was always likely Mr and Mrs M wouldn’t want to proceed with such a small claim as it would cost

them more money by doing so than simply having the pane of glass repaired by their own tradesman. The impact of paying an excess on the claim, coupled with the impact on future premiums would've clearly negated any benefit of getting Ageas to settle a claim.

Ageas said Mr and Mrs M made a claim, and it said when they didn't update Ageas that they wanted the claim progressing, it recorded this information on its records, and subsequently this was recorded on CUE.

However, I think when Mrs M phoned Ageas, she was clear Mrs M was aware a claim may not be beneficial for her. She also told Ageas she was thinking of not going ahead with a claim. I don't think there is evidence at any point that Mr and Mrs M asked for a claim to be raised. Their contact with Ageas was what I would describe at an inquisitive level and always in a way which showed they doubted a claim would be beneficial.

Given the long-term impact this recorded information is having on Mr and Mrs M, I don't think it's fair or reflects the nature of the communication Mr and Mrs M had with Ageas. Therefore, I uphold this complaint. I require Ageas to remove any reference to this "claim" from Mr and Mrs M's record, ensuring it is also removed from CUE.

Mr and Mrs M have been inconvenienced by this. They've also felt embarrassed when prospective insurers questioned their credibility / integrity. Mr and Mrs M have asked for £500 compensation, but I don't think this is consistent with our service's award framework. I appreciate there has been some distress, so I require Ageas to pay £100 compensation, I think this is more reasonable and proportionate to what has happened.

My final decision

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

- remove any reference to this "claim" from Mr and Mrs M's record, ensuring it is also removed from CUE
- pay £100 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 24 February 2025.

Pete Averill
Ombudsman