

## The complaint

Mr W complains that Aviva Insurance Limited trading as Quotemehappy.com (Aviva) unfairly recorded an incident he notified it of involving a third party.

## What happened

Mr W held a motor insurance policy with Aviva. He was involved in a collision with a third party who told him they didn't hold insurance and offered to pay for the damage caused. In line with the policy terms and conditions, Mr W contacted Aviva and told it about what had happened, but that he didn't intend to pursue a claim to repair the damage to his car.

Mr W subsequently complained to Aviva as his insurance premium increased. He was unhappy that Aviva had recorded the incident on external databases and because of that the cost of his insurance had increased. He said he'd been told by Aviva that the notification wouldn't affect his premium.

When Aviva rejected his complaint, he referred it to our service. Our investigator didn't think Aviva had done anything wrong, as the incident had been recorded correctly and Aviva hadn't told Mr W the premium wouldn't increase as a result of the notification.

Mr W didn't accept this and asked for an ombudsman's 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.

The majority of the facts of what happened here aren't disputed or of particular relevance to my decision here. Mr W was involved in a collision with the third party who told him they didn't hold insurance and offered to pay privately for the damage caused. The details of the incident, or what was agreed between Mr W and the third party, aren't of relevance here.

Mr W, in line with the terms and conditions of his policy, notified Aviva of the incident. Aviva recorded this on the Claims and Underwriting Exchange (CUE) a database of claims information used by many insurers as a "*notification only*," as opposed to a claim being pursued.

I'm satisfied that Aviva acted reasonably in recording the incident. It had been notified of the incident by Mr W, and it's obliged to record such notifications on CUE. It isn't for me to say how Aviva, or other insurers, use a "*notification only*" incident in how it calculates premiums. That is a commercial decision of the insurer and not something we would generally comment on.

What is disputed, and it would seem is the primary reason for Mr W's complaint, is whether he was told by Aviva that his notification of the incident would have no effect on his premium.

Mr W spoke by phone with Aviva before he made the notification and during the course of that discussion, he asked whether notifying Aviva would affect the cost of renewing his

policy. He was told *“there’s a possibility of that,”* and that the impact would depend on the details he had of the other driver and vehicle. Mr W said he had all of those details, and subsequently provided that information when he notified Aviva of the incident through an online portal. The representative Mr W spoke with said that he was unsure of what cover Mr W had, or how any uninsured driver promise it potentially included worked, but that by following the process to notify the incident online (due to the type of policy Mr W held, all incidents needed to be notified online) the matter could be looked into.

In light of this, I can’t conclude that Aviva’s representative gave Mr W advice which was inaccurate or that the premium wouldn’t be affected. I understand Mr W believes the content of the phone call led him to conclude that having all the information about the third party meant there would be no effect on his premium, but I can’t agree with that. I’m satisfied Aviva’s representative said it was possible the premium would be affected, but that the impact would depend on what information he had and the details of his policy.

For these reasons, I don’t believe Aviva did anything wrong here. It reasonably recorded a *“notification only”* incident on CUE, and I can’t agree its representative said that the notification would have no impact on the future cost of insurance.

### **My final decision**

I don’t uphold Mr W’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr W to accept or reject my decision before 2 April 2025.

Ben Williams  
**Ombudsman**