

The complaint

Mr P complained about Liverpool Victoria Insurance Company Limited. He isn't happy about the way it recorded an incident after he reported a theft from his car under his motor insurance policy.

What happened

Unfortunately, Mr P's car was broken into, and his golf clubs were stolen. He reported the incident to LV when looking to see the amount of cover he had under his policy but chose not to advance a claim given the limited level of cover and the excess due under the policy. As there wasn't a claim LV looked to record the incident as information only, but Mr P wasn't happy about this as he felt there shouldn't be any record of the incident held so he complained to LV.

LV explained it was duty bound to record the information but that it was recorded for information only purposes as he hadn't advanced a claim. But as Mr P remained unhappy, he complained to this Service.

Our Investigator looked into things for Mr P but didn't uphold his complaint. He explained to Mr P that LV had to record any incident and that it had recorded things correctly both internally and externally for information only purposes, as opposed to a fault or non-fault claim.

As Mr P didn't agree the matter has been passed to me for review.

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.

Although I can understand Mr P's frustration here as when he realised the limitations of his policy cover and the excess payment he would have to pay he chose not to proceed with a claim. However, LV hasn't done anything wrong here in recording the incident for information only purposes and so I will not be upholding Mr P's complaint, I'll explain why.

Mr P looked to make a claim initially when he approached LV about the theft of his golf clubs from his car, so LV was obliged to record the details of the incident even though Mr P subsequently chose not to make a claim. And LV recorded this for information only purposes on both its internal and external systems as Mr P didn't make a claim.

I know Mr P would like the entries removed but insurers are obliged to record such information. In fact, consumers are obliged to tell their insurers about incidents they are involved in even if they don't want to make a claim under their policy. Indeed, Mr P would be obliged to tell future insurers about the incident in any event, even if he hadn't already told LV about this and it had recorded the information. And incidents may impact the cost of future premiums, but generally not as much as a fault claim which Mr P would have had if he had proceeded with the claim relating to the theft of the golf clubs.

I've seen how LV has recorded the information externally and it is clear that it has recorded the incident correctly and not as a fault or non-fault claim. LV isn't responsible for how other

insurers interpret that data, but Mr P is free to complain about any other insurer if it has interpreted this data incorrectly and this has impacted him.

Given all of this I'm not upholding Mr P's complaint as LV has acted fairly in recording the claim in line with industry guidelines and as I would expect it to do.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint.

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

Colin Keegan
Ombudsman