

The complaint

Mr M is unhappy that his home insurance policy was voided because Royal & Sun Alliance Insurance Limited ("RSA"), trading as More Than, recorded home emergency claims on the insurance database, Claims Underwriting Exchange ("CUE").

What happened

When Mr M made a claim under a new home insurance policy provided by a different insurer, it was declined. The insurer voided his policy for deliberate or reckless misrepresentation because he hadn't declared two previous home emergency claims.

Mr M complained to RSA because it had recorded on CUE two claims he'd made under the home emergency section of his policy in 2021 and 2022. Because he understood his home emergency claims (for pest control) weren't like the typical claims recorded on CUE, he hadn't declared them when he took out his new policy. He also said RSA hadn't told him that it would record them on CUE. Mr M wanted RSA to remove the two claims from CUE.

On 23 October 2024, RSA issued a final response. It said the policy documents confirmed that claim information would be shared and that it was Mr M's responsibility to declare any claims he'd made when taking out insurance. RSA didn't uphold the complaint.

Unhappy with its response, Mr M brought his complaint to us. Our investigator asked RSA for more information about what it recorded on CUE. It said there was no option to record claims as home emergency, so they'd been recorded as "other". RSA said it had done this for home emergency claims raised by all policyholders. However, RSA told our investigator that it had changed its process and it no longer added home emergency claims to CUE. RSA confirmed it had removed home emergency claims previously recorded, and Mr M's record showed no claims.

Our investigator didn't uphold Mr M's complaint. He said RSA was entitled to record the claims on CUE when it did, but as the information had been removed anyway, there was nothing for RSA to put right.

Mr M didn't agree. He remained of the view that RSA hadn't told him it would record his claims, and he even felt that they'd been call-outs rather than claims. Mr M asked for an ombudsman's review, so his complaint was passed 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, and while I realise this will be disappointing to him, I've decided not to uphold Mr M's complaint. My reasons are broadly the same as those set out by our investigator.

The Financial Conduct Authority's principles say that firms must act in the best interests of their customers and treat them fairly. I've taken this into consideration in reaching my decision, alongside the policy which sets out the detail of the contract between Mr M and RSA.

To begin with, I'll address Mr M's comment about whether the home emergency matters were claims or call-outs. The policy booklets, both for the home insurance and home emergency cover, refer to incidents as claims. I think it's reasonable to say that most people would refer to making a "claim", but I don't think the actual word used is of importance. That's because, to me, it seems that Mr M is simply upset and frustrated that RSA recorded anything about the pest control matters on CUE, regardless of whether it was a claim or call-out. He didn't think it would've done, and he said it didn't make him aware that it did.

The following information is set out on the Motor Insurance Database website:

CUE is a central database of motor, home and personal injury/industrial illness incidents reported to insurance companies which may or may not have given rise to a claim.

By enabling insurers to access details of incidents, it makes it harder to successfully commit claims fraud or misrepresent claims history. Ultimately, this helps to keep down the cost of insurance for honest policyholders.

Insurers are responsible for uploading information to CUE, and for making any necessary amendments or deletions to the database.

I've looked at what the policy documents say about information sharing, and I note RSA directed Mr M to the relevant pages of the booklet in its response to his complaint. RSA states that information will be shared:

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention)

I think it's reasonable to conclude from this that RSA might share details of any incident reported to it with relevant industry bodies. And I consider that CUE is such a relevant body.

The information set out above makes it clear that it's not just claims that are recorded on CUE. Therefore, whether or not Mr M thought he'd claimed or requested a call-out, RSA recorded it on CUE in line with the guidance.

Mr M explained why he didn't think the home emergency policy, which was separate to his home insurance and a paid-for extra, should be covered under the broader policy wording.

The home emergency booklet makes it clear that it should be read in conjunction with the home insurance policy booklet. The separate home emergency policy provides extra cover

to that already provided in the home insurance policy as standard, and forms one overall contract. Therefore, I'm satisfied that the home emergency policy falls under the same terms and conditions as the main home insurance policy, and that includes details about information sharing.

RSA has now removed the two incidents from CUE as a retrospective adjustment having changed its own processes. But that shouldn't be taken to mean it recorded the incidents incorrectly. Given the evidence available, I'm satisfied that RSA recorded details of the two incidents on CUE in line with the guidelines at that time.

I can understand that Mr M was unhappy that RSA recorded the information on CUE given the subsequent actions of his new insurer. However, as I don't find that RSA did anything wrong, I can't reasonably hold it responsible for any loss Mr M may have suffered as a result of his new insurer's actions.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 25 September 2025.

Debra Vaughan
Ombudsman