

The complaint

Mr B and Mrs B have complained that AXA Insurance UK Plc (AXA) recorded details of enquiries they made with it as claims under their home insurance policy.

What happened

Mr B and Mrs B contacted their current insurer, a different company to AXA, to make a claim under their home insurance policy. When that insurer assessed the claim, it voided the policy because it said it had found some claims that Mr B and Mrs B hadn't told it about when they took out the policy. These were claims made when Mr B and Mrs B were insured by AXA. An ombudsman at this Service issued a decision that said it was reasonable for the new insurer to void the policy.

Mr B and Mrs B complained to AXA. They said they had only been making enquiries with AXA, rather than making a claim. So, they shouldn't have been recorded as claims. When AXA replied, it said it subscribed to a centralised database that was used to share information within the insurance industry. It was necessary that this included the details of all claims, attempted claims or incidents resulting in loss that were disclosed to it. It wasn't possible to remove the details. A loss had occurred and the intention was to make a claim. It confirmed both claims were zero cost and didn't affect Mr B and Mrs B's no claims discount. It said it couldn't comment on how individual insurers used the information.

When Mr B and Mrs B complained to this Service, our Investigator didn't uphold it. She said Mr B and Mrs B had called the claims department. So, it was reasonable for AXA to decide they were enquiring about perils and to record this as an initial claim. AXA had also marked the claims as withdrawn and that no money was paid out for them. So, the information had been correctly recorded. This was then shared with the central database. She said AXA had acted reasonably following Mr B and Mrs B's contact about the incidents.

As Mr B and Mrs B didn't agree, the complaint was referred to me.

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, I don't uphold this complaint. I will explain why.

I'm only considering AXA's actions. The later decision to void Mr B and Mrs B's insurance policy was taken by a different insurer, when Mr B and Mrs B had moved their policy cover elsewhere. An ombudsman at this Service has already issued a decision about the policy voidance. I'm unable to comment on those issues.

The Claims and Underwriting Exchange (CUE) is a database used by the majority of insurers to record details of incidents they're made aware of and whether it leads to a claim or not. AXA recorded two incidents from 2019 Mr B and Mrs B contacted it about. So, I've looked at what happened and whether this was reasonable.

The phone calls from 2019 are no longer available. So, I've had to rely on AXA's written records and Mr B and Mrs B's explanation of what happened. AXA's records showed that one incident involved a water leak from a dishwasher and the other related to storm damage to the roof. Mr B and Mrs B have said the main purpose of their contact was to check the excess to see whether it was worth making the claims.

Looking at the records for the dishwasher incident, the notes summarised the conversation with Mr B and Mrs B:

"EOW [escape of water] from the dishwasher damaging the electric control board. Had someone out who advised better to replace as a whole than the part itself. The customer advised they moved in 6/7 weeks ago. and they have looked into replacements which are £500-£700. advised of the excess £350. during UW [underwriting] the customer wanted to know how much the replacement would be. advised this would be registered on the policy anyway."

So, I think this note indicated that during the conversation, this was assessed as a claim and that an underwriting check was carried out to see if there was cover. The policy excess was also advised and it's my understanding that the notes indicate Mr B and Mrs B were told the claim would be registered on the policy.

For the roof claim, the notes said:

"The insured has called in and said that there is some damage to the property as there is water coming into the kitchen ceiling. The insured said there is some cement coming away from the roof tiles. There was strong winds and plenty of rain on the DOL [date of loss]." The notes also said Mr B and Mrs B were told the excess.

So, from what I can see, for both incidents, Mr B and Mrs B explained to AXA what had happened and AXA considered what cover was available. I think it's normal for an insurer to make a record of an incident discussed with a policyholder, even if the claim isn't then pursued. AXA was also obliged to record details of any incidents it was made aware of and these incidents were then recorded on CUE. Looking at the CUE records, these correctly recorded the details of the incidents and that zero costs were paid on them. AXA wasn't responsible for how other insurers then used that information.

I'm aware Mr B and Mrs B have told this Service they were automatically transferred to the claims department and didn't have the option to call AXA just to find out what the policy excess was. From what I can see, AXA needed to assess the incident for it to advise the relevant excess. So, Mr B and Mrs B needed to speak to the claims department. I don't think that was unusual.

Having looked at everything that happened, I don't uphold this complaint or require AXA to do anything else in relation to it. I think it was reasonable that AXA recorded the two incidents and that this information was then passed to CUE.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 5 November 2025.

Louise O'Sullivan
Ombudsman