

The complaint

Mr C complains that Intact Insurance UK Limited ('Intact') incorrectly recorded his claim history which caused his renewal prices to be inflated.

What happened

The following is intended as a summary of key events only.

Mr C held an insurance policy with Intact. He said he checked their internal claims records as well as data held on the Claim and Underwriting Exchange ("CUE") and noted entries which he disputed. He said when his policy was moved to a new provider (who I will refer to as 'A') in 2024 when Intact stopped offering home cover, A quoted him a much higher premium which Mr C says was a result of a claim Intact had incorrectly recorded. And Mr C says Intact told him that the claim wouldn't appear on CUE; so, he considers this a breach of Intact's duty of good faith as an insurer.

Mr C brought the complaint to this Service and an Investigator looked at what had happened. The Investigator concluded that Mr C hadn't suffered a financial loss; because he hadn't taken the policy out with the alternative provider. But the Investigator did think Intact had caused some distress and inconvenience and thought Intact should pay £150 compensation. Intact agreed with the Investigator's findings but Mr C didn't. He said Intact's inclusion of a claim on CUE had meant his renewal quote was grossly inflated. He said he wanted Intact to pay a reasonable amount of compensation for their actions.

Mr C asked for an Ombudsman to consider the complaint – so, it's been 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, I've reached the same conclusion as the Investigator for the same reasons.

I'd like to start by reassuring Mr C that I've intentionally summarised the background to this complaint, so not everything that's happened or been argued is set out above. So, while I've read and considered everything that's been provided, I haven't commented on each and every point made, or piece of evidence provided. This isn't meant as a discourtesy; it simply reflects the informal nature of this Service.

The crux of this complaint is that Mr C says he was told a specific claim would not appear on CUE, but it did. And he says and that it drastically increased his renewal quote with A. I agree Intact made a mistake here and it was wrong for them to log the claim in the way they did. And Intact has since corrected their records, which I would expect from an insurer.

But the key issue here is whether Mr C can demonstrate a financial loss as a result of Intact's reporting on CUE. I fully appreciate it would have been distressing for Mr C to see

such a large renewal quote provided, but he ultimately did not accept this quote and went to another provider for his insurance cover. This means he didn't actually pay a higher premium and lose out as a result. He also hasn't provided any evidence from the insurer he did take out cover with that the record on CUE caused a material increase to his premiums.

In respect of Mr C's larger submissions, he says Intact breached their duty of utmost good faith by telling him the claim wouldn't appear on CUE when in fact it did. And he said they should be penalised the same way a consumer would be if they didn't disclose information.

As the Investigator has already explained to Mr C in detail, The Financial Ombudsman Service is not the industry regulator, and our role is not to punish businesses for anything they've done wrong. This means we don't impose punitive awards. Instead, we consider what needs to be done to put a consumer back in the position they should have been in if things had been handled correctly, taking into account the individual impact on a customer.

As I have set out above, Mr C has not suffered a crystallised loss in respect of the policy he didn't take out with A. And while he has submitted hypothetical situations about how Intact's actions could have impacted other customers; my role is not to consider what *could* have happened, but instead look at putting things right in the specific circumstances of the complaint in front of me. In this case, I agree Mr C would have been caused some distress and inconvenience. He was presented with a renewal quote that he felt was very high, and he would have spent some time pursuing corrections. Having thought about the impact to Mr C, I think the £150 compensation the Investigator recommended is fair and proportionate to reflect the demonstrated impact Intact's actions had on him.

I appreciate this may not be the level of compensation Mr C had hoped for, and it may not ultimately change matters for him, given his larger concerns over Intact's adherence to relevant industry guidelines and standards. But I consider it to be in line with the level of compensation appropriate to these issues, and I'm satisfied this produces a fair and reasonable outcome in this particular complaint.

My final decision

For the reasons I have set out above, my final decision is that I uphold this complaint in part. I direct Intact Insurance UK Limited to:

- Pay £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 October 2025.

Stephen Howard

Ombudsman