

## **The complaint**

Mr C complains Ageas Insurance Limited (Ageas) incorrectly recorded a claim on his motor insurance policy.

Ageas are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Ageas have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Ageas includes the actions of the intermediary.

## **What happened**

Mr C's motorbike was stolen in July 2024 and he contacted Ageas to inform them of this on the day of the theft. The day after the theft the motorbike was recovered undamaged. He rang Ageas to let them know. Ageas advised it would close the claim as information only.

In February 2025 he contacted Ageas to add another motorbike to his motor insurance policy and was initially told because there was a claim recorded from July 2024 he wasn't able to add another motorbike. The motorbike was eventually added to the policy, however Mr C said this was at an inflated price.

Mr C asked Ageas to remove the claim from July 2024 as he hadn't made a claim, however Ageas said because he had reported the incident and it did take place, it couldn't cancel it. It said it had closed the claim as information only.

Because Mr C was not happy with Ageas, he brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said Ageas correctly updated the claims underwriting exchange (CUE) to reflect the incident took place even though a claim didn't progress.

As Mr C is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

I looked at the terms of Mr C's motor insurance policy and it says;

*"Claims Handling*

*The insurer will be responsible for managing and settling any claims you make under this policy.*

*If any accident, injury loss or damage occurs, you, or your legal representative must provide full details of the incident to the insurer, even if you do not intend to make a claim under this policy."*



In this case Mr C correctly reported the theft of his motorbike and provided the details to Ageas as is required under the terms of the policy. And when the motorbike was found shortly after he updated Ageas of this and his claim was closed as information only.

Mr C said he is wrongly being held responsible for making a claim and wants it removed from his records. Although I recognise Ageas didn't make any settlement to Mr C, because the motorbike was found shortly after it was reported as stolen, the incident of theft did happen and as such is reportable as per the terms of his policy.

Ageas provided evidence from the CUE database that the claim was recorded as information only. I also saw Mr C's no claims bonus was recorded as allowed, which means his no claims bonus was unaffected. This is the correct procedure after an incident is reported and there is no claim. I am unable to ask Ageas to remove the incident from the CUE database because there was an incident.

When calculating policy premiums, Ageas will take numerous different factors into account and these are likely to include, but are not limited to, postcode, age of the policy holder and named drivers, the number of fault claims and non-fault claims, any incidents etc. And different insurers assess risk differently. What is high risk to one may not be to another. Individual insurers may also use different data when assessing the risk posed. But that's not unusual or unfair.

I don't have the power to tell Ageas how much it can charge for its policies because we're not the industry regulator. Neither is it my role to tell Ageas or any an insurer what factors it should take into account when assessing risk. Therefore as I have found the incident was recorded correctly by Ageas, I'm unable to agree Mr C was charged an inflated price to add an additional motorbike.

I recognise Mr C's frustration and I know he will be disappointed with my decision, however I don't uphold his complaint and don't require Ageas to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

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

Sally-Ann Harding  
**Ombudsman**